

Exhibit H

COMMONWEALTH OF KENTUCKY
FRANKLIN CIRCUIT COURT – DIV. 1
CIVIL ACTION NO. 04-CI- 1487

COMMONWEALTH OF KENTUCKY
ex rel. GREGORY D. STUMBO, Attorney General,

PLAINTIFF

v.

ALPHARMA, INC.
A Delaware Corporation
One Executive Drive
Fort Lee, NJ 07024

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

FILED
NOV - 4 2004
FRANKLIN CIRCUIT COURT
JANICE MARSHALL, CLERK

DEFENDANT

AMGEN INC.
A Delaware Corporation
One Amgen Drive
Thousand Oaks, California 91320-1799

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

DEFENDANT

ASTRAZENECA PHARMACEUTICALS, LP
A Delaware Corporation
1800 Concord Pike
Wilmington, Delaware 19850

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

DEFENDANT

ASTRAZENECA, LP
A Delaware Corporation
1800 Concord Pike
Wilmington, Delaware 19850

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

DEFENDANT

AVENTIS PHARMACEUTICALS, INC.
A Delaware Corporation
300-400 Somerset Corporate Blvd.
Bridgewater, New Jersey 08807-2854

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

DEFENDANT

AVENTIS BEHRING, LLC

DEFENDANT

n/k/a ZLB Behring

A Delaware Corporation

1020 1st Avenue

King of Prussia, Pennsylvania 19406-0901

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

B. BRAUN OF AMERICA, INC.

DEFENDANT

A Pennsylvania Corporation

824 Twelfth Ave.

Bethlehem, Pennsylvania 18018-0027

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

B. BRAUN McGAW

DEFENDANT

f/k/a McGaw, Inc.

A Delaware Corporation

824 Twelfth Ave.

Bethlehem, Pennsylvania 18018-0027

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

BARR PHARMACEUTICALS, INC.

DEFENDANT

A Delaware Corporation

400 Chestnut Ridge Road

Woodcliff Lake, NJ 07677

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

BAXTER INTERNATIONAL, INC.

DEFENDANT

A Delaware Corporation

One Baxter Parkway

Deerfield, Illinois 60015

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

BAYER CORPORATION

DEFENDANT

An Indiana Corporation

100 Bayer Road

Pittsburgh, Pennsylvania 15205-9741

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

BEN VENUE LABORATORIES, INC.

DEFENDANT

A Delaware Corporation

300 Northfield Road

Bedford, Ohio 44146

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

BOEHRINGER INGELHEIM CORPORATION

DEFENDANT

A Nevada Corporation

900 Ridgebury Road

Ridgefield, Connecticut 06877

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.

DEFENDANT

A Connecticut Corporation

900 Ridgebury Road

Ridgefield, Connecticut 06877

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

BRISTOL-MYERS SQUIBB COMPANY

DEFENDANT

A Delaware Corporation

345 Park Avenue

New York, New York 10154-0037

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

FOREST LABORATORIES, INC.

DEFENDANT

A Delaware Corporation

909 Third Avenue

New York, NY 10022

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

IMMUNEX CORPORATION

DEFENDANT

A Washington Corporation

51 University Street

Seattle, Washington 98101

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

IVAX CORPORATION

DEFENDANT

A Florida Corporation

4400 Biscayne Blvd

Miami, Florida 33137

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

IVAX PHARMACEUTICALS, INC.

DEFENDANT

A Florida Corporation

4400 Biscayne Blvd

Miami, Florida 33137

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

JANSSEN PHARMACEUTICAL PRODUCTS, LP

DEFENDANT

A New Jersey Limited Partnership

1125 Trenton-Harbourton Road

Titusville, New Jersey 08560

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

JOHNSON & JOHNSON, INC.

DEFENDANT

A New Jersey Corporation

One Johnson & Johnson Plaza

New Brunswick, New Jersey 08933

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

MCNEIL-PPC, INC.

DEFENDANT

A New Jersey Corporation

7050 Camp Hill Road

Fort Washington, Pennsylvania 19034

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

MERCK & COMPANY, INC.

DEFENDANT

A New Jersey Corporation

One Merck Drive

Whitehouse Station, New Jersey 08889-0100

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

MYLAN LABORATORIES, INC.

DEFENDANT

A Pennsylvania Corporation

1500 Corporate Drive; Suite 400

Canonsburg, Pennsylvania 15317

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

MYLAN PHARMACEUTICALS, INC.

DEFENDANT

A West Virginia Corporation

1500 Corporate Drive; Suite 400

Canonsburg Pennsylvania 15317

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

NOVARTIS PHARMACEUTICALS CORPORATION

DEFENDANT

A New Jersey Corporation

One Health Plaza

East Hanover, New Jersey 07936

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

NOVOPHARM USA, INC.

DEFENDANT

A Delaware Corporation

165 East Commerce Drive

Suite 100-201

Schaumburg, IL 60173-5326

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

ORTHO BIOTECH PRODUCTS, LP

DEFENDANT

A New Jersey Limited Partnership

700 U.S. Highway 202

Raritan, New Jersey 08869

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

ORTHO-MCNEIL PHARMACEUTICAL, INC.

DEFENDANT

A Delaware Corporation

1000 U.S. Route 202 South

Raritan, New Jersey 08869

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

PAR PHARMACEUTICAL COMPANIES, INC.

DEFENDANT

A Delaware Corporation

One Ram Ridge Road

Spring Valley, NY 10977

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

PFIZER, INC.

DEFENDANT

A Delaware Corporation

235 East 42nd Street

New York, New York 10017

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

PHARMACIA

DEFENDANT

A Delaware Corporation

100 Route 206 North

Peapack, New Jersey 07977

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

PUREPAC PHARMACEUTICAL CO.

DEFENDANT

A Delaware Corporation

14 Commerce Drive, Suite 301

Cranford, NJ 07016

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

ROXANE LABORATORIES, INC.

DEFENDANT

A Delaware Corporation

1809 Wilson Road

Columbus, Ohio 43216-6532

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

SANDOZ, INC.

DEFENDANT

f/k/a GENEVA PHARMACEUTICALS, INC.

A Delaware Corporation

506 Carnegie Center, Suite 400

Princeton, New Jersey 08540

SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

SICOR PHARMACEUTICALS, INC.
f/k/a GENSIA SICOR PHARMACEUTICALS, INC.
A Delaware Corporation
19 Hughes
Irvine, California 92618-1902
SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

DEFENDANT

SMITHKLINE BEECHAM CORPORATION
d/b/a GLAXOSMITHKLINE
A Delaware Corporation
One Franklin Plaza
Philadelphia, Pennsylvania 19102
SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

DEFENDANT

TAP PHARMACEUTICAL PRODUCTS, INC.
An Illinois Corporation
Bannackburn Lake, Office Plaza
2355 Waukegan Road
Deerfield, Illinois 60015
SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

DEFENDANT

TEVA PHARMACEUTICAL INDUSTRIES, LTD.
A Delaware Corporation
650 Cathill Road
Sellersville, Pennsylvania 18960
SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

DEFENDANT

WATSON PHARMA, INC.
f/k/a Schein Pharmaceuticals, Inc.
A Delaware Corporation
311 Bonnie Circle
Corona, California 92880
SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

DEFENDANT

WATSON PHARMACEUTICALS, INC.
A Nevada Corporation
311 Bonnie Circle
Corona, California 92880
SERVE: VIA SECRETARY OF STATE PER K.R.S. 454.210

DEFENDANT

COMPLAINT

The Plaintiff, Commonwealth of Kentucky, by its Attorney General, Gregory D. Stumbo, and for its Complaint against the Defendants listed above, alleges as follows:

I. Nature of the Action.

1. This is a lawsuit by the Commonwealth of Kentucky on its own behalf and acting in its *parens patriae* capacity on behalf of its citizens to recover damages and injunctive relief from defendants, who are manufacturers of prescription drugs. As described in this Complaint, defendants have taken advantage of the enormously complicated and non-transparent market for prescription drugs to engage in an unlawful scheme to cause the Commonwealth of Kentucky and its citizens to pay inflated prices for prescription drugs. The scheme involves the publication by defendants of phony "average wholesale prices," which then become the basis for calculating the cost at which "providers" – the physicians, hospitals, and pharmacies who provide these prescription drugs to patients – are reimbursed by Kentucky. Defendants reinforce this basic tactic with other deceptive practices described in this Complaint, including the use of secret discounts and rebates to providers and the use of various devices to keep secret the prices of their drugs currently available in the market place to other purchasers. By willfully engaging in this scheme, defendants have succeeded in having Kentucky and its citizens finance windfall profits to these providers. Defendants attempt to profit from their scheme by using the lure of these windfall profits competitively to encourage providers to buy more of their drugs instead of competing in the market place solely on the basis of legitimate factors such as price and the medicinal value of their drugs.

II. Parties and Jurisdiction.

2. The Commonwealth of Kentucky brings this action on behalf of itself, and certain of its citizens. As described in this complaint, defendants' unlawful scheme has resulted in higher prices for prescription drugs being paid by Kentucky itself (as payer under the Medicaid program, and other programs), and by citizens who pay for part of the cost of their drugs under the Medicare Part B program.

3. The defendants are all pharmaceutical companies whose fraudulent scheme, described in this Complaint, has resulted in drugs being sold to Kentucky and its citizens at inflated prices, as detailed below.

4. The following two defendants are hereinafter referred to as the Alharma group:

- a. Defendant Alharma, Inc. ("Alharma") is a Delaware corporation in the business manufacturing and selling pharmaceuticals. Alharma's principal place of business is One Executive Drive, Fort Lee, NJ 07024.
- b. Defendant Purepac Pharmaceutical Co. ("Purepac") is a Delaware corporation in the business of manufacturing and selling pharmaceuticals. Purepac's principal place of business is 14 Commerce Drive, Suite 301, Cranford, NJ 07016. Purepac is a subsidiary of Alharma.

5. The following two defendants are hereinafter referred to as the Amgen group:

- a. Defendant Amgen Inc. ("Amgen") is a Delaware corporation in the business of manufacturing and selling pharmaceuticals. Amgen's principal place of business is located at One Amgen Drive, Thousand Oaks, California 91320-1799.

- b. Defendant Immunex Corporation (“Immunex”), a wholly owned subsidiary of Amgen since July 2002, is a Washington State corporation engaged in the business of manufacturing and selling pharmaceuticals. Immunex’s principal place of business is located at 51 University Street, Seattle, Washington, 98101.

6. Defendants AstraZeneca Pharmaceuticals, LP and AstraZeneca LP (“AstraZeneca”) are related Delaware corporations with their principal place of business at 1800 Concord Pike, Wilmington, Delaware 19850.

7. Defendant Aventis Pharmaceuticals, Inc. is a Delaware corporation with its principal place of business located at 300-400 Somerset Corporate Boulevard, Bridgewater, New Jersey 08807-2854.

8. Defendant Aventis Behring, LLC, n/k/a ZLB Behring, is a Delaware corporation with its principal place of business located at 1020 1st Avenue, King of Prussia, Pennsylvania 19406-0901.

9. Defendant Barr Pharmaceuticals, Inc. (“Barr”) is a Delaware corporation with its principal place of business located at 400 Chestnut Ridge Road, Woodcliff Lake, NJ 07677. Barr is also being sued for the conduct of its subsidiaries and/or divisions, including, but not limited to, Barr Laboratories, Inc.

10. Defendant Baxter International, Inc. (“Baxter”) is a Delaware corporation with its principal place of business at One Baxter Parkway, Deerfield, Illinois 60015.

11. Defendant Bayer Corporation (“Bayer”) is an Indiana corporation with its principal place of business located at 100 Bayer Road, Pittsburgh, Pennsylvania 15205-9741.

12. The following four defendants are hereinafter referred to as the Boehringer Group:

- a. Defendant Boehringer Ingelheim Corporation ("Boehringer") is a Nevada corporation engaged in the business of manufacturing and selling pharmaceuticals. Boehringer's principal place of business is located at 900 Ridgebury Road, Ridgefield, Connecticut 06877.
- b. Defendant Boehringer Ingelheim Pharmaceuticals, Inc. ("Boehringer Pharm"), a wholly owned subsidiary of Boehringer, is a Connecticut corporation engaged in the business of manufacturing and selling pharmaceuticals. Boehringer Pharm's principal place of business is located at 900 Ridgebury Road, Ridgefield, Connecticut 06877.
- c. Defendant Roxane Laboratories, Inc. ("Roxane"), a wholly owned subsidiary of Boehringer, is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Roxane's principal place of business is located at 1809 Wilson Road, Columbus, Ohio 43216-6532.
- d. Defendant Ben Venue Laboratories, Inc. ("Ben Venue"), a wholly owned subsidiary of Boehringer, is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Ben Venue's principal place of business is located at 300 Northfield Road, Bedford, Ohio 44146.

13. The following two defendants are hereinafter referred to as the Braun Group:

- a. Defendant B. Braun of America, Inc. ("B. Braun") is a Pennsylvania corporation engaged in the business of manufacturing and selling pharmaceuticals. B. Braun's principal place of business is located at 824 Twelfth Avenue, Bethlehem, Pennsylvania 18018-0027. B. Braun is a wholly-owned subsidiary of B. Braun Melsunger Aktiengesellschaft.
- b. Defendant McGaw, Inc. ("McGaw") is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. McGaw's principal place of business is located at 824 Twelfth Avenue, Bethlehem, Pennsylvania 18018-0027 (formerly in Irvine, California). McGaw was acquired by B. Braun in 1997. Upon information and belief, McGaw is either a wholly-owned subsidiary of B. Braun or no longer has any corporate existence separate and apart from B. Braun.

14. Defendant Bristol-Myers Squibb Company ("Bristol-Myers") is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Bristol-Myers' principal place of business is located at 345 Park Avenue, New York, New York 10154-0037. Westwood-Squibb ("Westwood") is a division of BMS.

15. Defendant Forest Laboratories, Inc. ("Forest") is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Forest's principal place of business is located at 909 Third Avenue, New York, NY 10022.

16. The following two defendants are hereinafter referred to as the Ivax Group:

- a. Defendant Ivax Corporation ("Ivax") is a Florida (formerly Delaware) corporation engaged in the business of manufacturing and selling

pharmaceuticals. Ivax's principal place of business is located at 4400 Biscayne Blvd., Miami, Florida 33137.

- b. Defendant Ivax Pharmaceuticals Inc. ("Ivax Pharm"), a wholly owned subsidiary of Ivax, is a Florida corporation engaged in the business of manufacturing and selling pharmaceuticals. Ivax Pharm's principal place of business is located at 4400 Biscayne Blvd., Miami, Florida 33137.

17. The following five defendants are hereinafter referred to as the Johnson & Johnson Group:

- a. Defendant Johnson & Johnson ("J&J") is a New Jersey corporation engaged in the business of manufacturing and selling pharmaceuticals. J&J's principal place of business is located at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933.
- b. Defendant Janssen Pharmaceutical Products, LP ("Janssen"), a wholly owned subsidiary of J&J, is a New Jersey limited partnership engaged in the business of manufacturing and selling pharmaceuticals. Janssen's principal place of business is located at 1125 Trenton-Harbourton Road, Titusville, New Jersey 08560.
- c. Defendant Ortho-McNeil Pharmaceutical, Inc. ("Ortho McNeil"), a wholly owned subsidiary of J&J, is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Ortho McNeil's principal place of business is located at 1000 U.S. Route 202 South, Raritan, New Jersey 08869.

- d. Defendant Ortho Biotech Products, LP ("Ortho Biotech"), a wholly owned subsidiary of J&J, is a New Jersey limited partnership engaged in the business of manufacturing and selling pharmaceuticals. Ortho Biotech's principal place of business is located at 700 U.S. Highway 202, Raritan, New Jersey 08869.
- e. Defendant McNeil-PPC, Inc. ("McNeil"), a wholly owned subsidiary of J&J, is a New Jersey corporation engaged in the business of manufacturing and selling pharmaceuticals. McNeil's principal place of business is located at 7050 Camp Hill Road, Fort Washington, Pennsylvania 19034. McNeil Consumer & Specialty Pharmaceuticals ("McNeil Cons") is a division of McNeil.

18. Defendant Merck & Company, Inc. ("Merck") is a New Jersey corporation engaged in the business of manufacturing and selling pharmaceuticals. Merck's principal place of business is located at One Merck Dr., Whitehouse Station, NJ 08889-0100.

19. The following two defendants are hereinafter referred to as the Mylan Group:

- a. Defendant Mylan Laboratories, Inc. ("Mylan") is a Pennsylvania corporation engaged in the business of manufacturing and selling pharmaceuticals, mainly through its subsidiaries. Mylan's principal place of business is located at 1500 Corporate Drive, Suite 400, Canonsburg, Pennsylvania 15317.
- b. Defendant Mylan Pharmaceuticals, Inc. ("Mylan Pharm"), a wholly owned subsidiary of Mylan, is a West Virginia corporation engaged in the business of manufacturing and selling pharmaceuticals. Mylan Pharm's

principal place of business is located at 1500 Corporate Drive, Suite 400, Canonsburg, Pennsylvania 15317.

20. The following two defendants are hereinafter referred to as the Novartis Group:

- a. Defendant Novartis Pharmaceuticals Corporation ("Novartis") is a New Jersey corporation engaged in the business of manufacturing and selling pharmaceuticals. Novartis' principal place of business is located at One Health Plaza, East Hanover, New Jersey 07936.
- b. Defendant Sandoz, Inc. ("Sandoz"), formerly known as Geneva Pharmaceuticals, Inc., is a wholly owned subsidiary of Novartis. Sandoz is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Sandoz's principal place of business is located at 506 Carnegie Center, Suite 400, Princeton, New Jersey 08540.

21. Defendant Par Pharmaceuticals Companies, Inc. ("Par") is a Delaware corporation with its principal place of business located at One Ram Ridge Road, Spring Valley, NY 10977. Par is also being sued for the conduct of its subsidiaries and/or divisions, including, but not limited to, Par Pharmaceutical, Inc.

22. Defendant Pfizer, Inc. ("Pfizer") is a Delaware corporation with its principal place of business at 235 East 42nd Street, New York, New York 10017. In April 2003, Pfizer acquired defendant Pharmacia. Pfizer is also being sued for the conduct of its subsidiaries and/or divisions, including, but not limited to, Warner-Lambert, Pfizer-Warner-Lambert, and Parke-Davis.

23. Defendant Pharmacia is a Delaware corporation with its principal place of business located at 100 Route 206 North, Peapack, New Jersey 07977. Pharmacia was created

through the merger of Pharmacia and Upjohn, Inc., and Monsanto Company on March 31, 2000. Pharmacia was acquired by defendant Pfizer in April 2003.

24. Defendant SmithKline Beecham Corporation, d/b/a GlaxoSmithKline, (“GlaxoSmithKline”) is a Delaware corporation with its principal place of business at One Franklin Plaza, Philadelphia, Pennsylvania 19102.

25. Defendant TAP Pharmaceutical Products, Inc. (“TAP”) is a Delaware corporation headquartered at Bannackburn Lake, Office Plaza, 2355 Waukegan Road, Deerfield, Illinois 60015. TAP is jointly owned by Abbott Laboratories and Takeda Chemical Industries, Ltd.

26. The following three defendants are hereinafter referred to as the Teva Group.

- a. Defendant Teva Pharmaceutical Industries, Ltd. (“Teva”) is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Teva’s principal place of business is located at 650 Cathill Road, Sellersville, Pennsylvania 18960.
- b. Defendant Sicor Pharmaceuticals, Inc., f/k/a Gensia Secor Pharmaceuticals, Inc., is a Delaware Corporation with its principal place of business at 19 Hughes, Irvine, California 92618-1902. Sicor is owned by Teva.
- c. Defendant Novopharm USA, Inc. (“Novopharm”) is a Delaware Corporation with its principal place of business located at 165 East Commerce Drive, Suite 100-201, Schaumburg, Illinois 60173-5326. Novopharm is owned by Teva.

27. The following two defendants are hereinafter referred to as the Watson Group:

- a. Defendant Watson Pharmaceuticals, Inc. ("Watson") is a Nevada corporation engaged in the business of manufacturing and selling pharmaceuticals. Watson's principal place of business is located at 311 Bonnie Circle, Corona, California 92880.
- b. Defendant Watson Pharma, Inc., f/k/a Schein ("Watson Pharma"), a wholly owned subsidiary of Watson since 2000, is a Delaware corporation engaged in the business of manufacturing and selling pharmaceuticals. Watson Pharma's principal place of business is located at 311 Bonnie Circle, Corona, California 92880.

28. This Court has jurisdiction over the plaintiff, Commonwealth of Kentucky's claims as they involve claims arising exclusively under Kentucky statutes, Kentucky common law, and the parens patriae authority of the Attorney General to act on behalf of the Commonwealth of Kentucky and its citizens.

29. Venue is proper in Franklin County, Kentucky, pursuant to KRS 452.460 because injuries to the plaintiff occurred in Franklin County, Kentucky, and pursuant to 367.190(1) because unlawful methods, acts and/or practices of the defendants were committed in Franklin County, Kentucky.

III. Factual Background.

A. Government Health Plans.

1. The Kentucky Medicaid Program.

30. The Kentucky Medicaid program is a joint state and federal program which pays for medical care, including prescription drug benefits, for Kentucky's poor citizens. Medicaid currently covers approximately 669,000, or one (1) in six (6), Kentuckians. Twenty percent

(20%) of Kentucky's entire state budget goes to the Medicaid program. Prescription drug benefits are the largest component of the Kentucky Medicaid budget. Since 1995, the cost of prescription drugs to the Kentucky Medicaid program has increased approximately 300% from total annual costs of \$237,102,055 in 1995 to \$693,529,535 for fiscal year 2002. Kentucky consistently ranks near the top nationally in the number of prescriptions obtained per person annually. The number of Kentuckians covered by Medicaid and the costs associated with providing care for them continue to increase annually, while the Kentucky Medicaid Program's ability to keep pace with these increases has been diminished due to state budget shortfalls.

31. The Kentucky Medicaid program is administered by the Kentucky Cabinet for Health Services. Kentucky Medicaid reimburses medical providers ("providers"), including pharmacists and physicians, and otherwise pays for covered drugs dispensed and administered to Medicaid recipients, pursuant to statutory formulas.

32. KRS 205.560 and Kentucky Administrative Regulations 907 KAR 1:018 establish the formulas used by Kentucky Medicaid to reimburse providers for prescription drugs dispensed or administered to Medicaid recipients by Kentucky Medicaid providers.

33. At all times material hereto prior to April 1, 2003, pursuant to 907 KAR 1:021, Kentucky Medicaid reimbursed providers the lesser of (a) The federal maximum allowable cost (FMAC), plus a dispensing fee, (b) average wholesale price ("AWP") of the drug minus 10%, plus a dispensing fee, or (c) usual and customary billed charges. On April 1, 2003, 907 KAR 1:018E became effective, replacing 907 KAR 1:021. It provides reimbursement to Kentucky Medicaid providers at the lesser of (a) The federal upper limit plus a dispensing fee, (b) state maximum allowable cost, plus a dispensing fee, (c) AWP minus 12%, plus a dispensing fee, or

(d) usual and customary billed charges. Many state Medicaid programs use similar reimbursement formulas based upon AWP.

34. At all relevant times material to this action, the defendants were aware of the drug reimbursement formulas used by Kentucky and other states.

2. Medicare.

35. Medicare is a health insurance program created by the federal government for the elderly and disabled and other eligible persons. 42 U.S.C. 1395, *et. seq.* Typically, individuals become eligible for Medicare health insurance benefits when they turn 65 years of age. There are two major components of the Medicare Program, Part A and Part B.

36. Medicare Part B is an optional program that provides coverage for some healthcare services for Kentucky's participating elderly and disabled citizens not covered by Part A. 42 U.S.C. 1395j through 1395w-4. Medicare Part B is supported by government funds and premiums paid by eligible individuals who choose to participate in the program.

37. Medicare Part B pays for a portion of the cost of certain prescription drugs, generally those drugs which are administered by a physician provider.

38. For prescription drugs covered by Part B, Medicare calculates the "allowable amount," the amount that Medicare will pay, based upon the formula set forth in 42 C.F.R. 405.517, which is the lower of the actual charge or 95% of the national AWP of the drug or biological. Medicare then pays eighty percent (80%) of the allowable amount. The remaining 20% is paid as a co-payment by the Medicare Part B beneficiary, or for eligible individuals, by the Medicaid Program. In addition, Medicare Part B beneficiaries are required to pay an annual deductible amount before Part B benefits are payable.

39. At all relevant times to this action, the defendants were aware of Medicare Part B drug reimbursement formulas.

B. The Market For Prescription Drugs.

40. The market for prescription drugs is extremely complex. It is composed of over 65,000 separate National Drug Codes (“NDCs”) and is non-transparent. The essential structure of the market is as follows. The drugs themselves are manufactured by enormous and hugely profitable companies such as defendants. Defendants sell the drugs (with varying numbers of intermediaries and agents involved in the process) to physicians, hospitals, and pharmacies. In medical jargon, these physicians, hospitals, and pharmacies are called “providers.” The providers then in essence resell the drugs to their patients when the drugs are prescribed for, administered or dispensed to those patients. Most patients have private or public health insurance coverage. Where a patient has such insurance, the price that is paid for the patient’s prescribed drug ultimately will be paid in whole or large part by a private insurance company, a self-insured entity, or, in the case of Medicare and Medicaid programs, a government entity. In medical jargon, these private insurance companies, self-insured entities, and government entities are known as “payers.” More often than not, the payer will make the reimbursement payment directly to the provider, not to the patient.

41. This market structure means that the market for prescription drugs differs in two crucial respects from most markets.

42. First, in most markets, demand for a product is determined by the ultimate consumers of the product. This is not the case for prescription drugs. In the prescription drug market, the decision to use a prescription drug is overwhelmingly made not by the recipient of the drug – the patient – but by physicians, hospitals in which the patient is treated, home health care agencies, long term care facilities or (with respect to the decision to use generic drugs versus brand-name drugs) a pharmacy. Since prescription drugs are dispensed only on a

physician's order, the physician has the principal say in what drug will be chosen for the patient. However, hospitals, particularly teaching hospitals, also have considerable influence over this choice. If a hospital decides to put one drug as opposed to a competing drug on its "formulary" (the list of drugs that the hospital stocks), the result will be that the physicians (particularly residents and attending physicians who are employed by the hospital) will likely order that drug rather than a competing drug. Likewise, although pharmacies do not prescribe drugs, pharmacies can exert important influence over the choice of which drug the patient will purchase where there is a choice between buying the generic version or the brand-name version of the drug which the physician has prescribed.

43. A second difference of the prescription drug market from most markets is that in most markets, the ultimate consumer of the product pays for it directly. In the prescription drug market, however, most payments for drugs are made by "payers" through private or public insurance programs.

44. This structure of the prescription drug market produces the following fundamental fact that underlies defendants' unlawful scheme. If a defendant drug manufacturer can cause a "payer" to reimburse for defendant's drug at a higher price than the price the provider paid to buy the drug from the defendant, there will be a "spread" between the two prices, and that "spread" is retained by the provider as profit. The larger the "spread" that can be created for a particular drug, the greater the incentive the provider has for choosing, or for influencing the choice of, that drug rather than a drug of a competing manufacturer.

IV. Defendants' Average Wholesale Prices And The Scheme To Market The Spread At Kentucky's Expense.

45. Defendants have engaged in a scheme to maximize the "spread" by maximizing the prices at which Kentucky and Kentucky citizens reimburse providers for defendants' drugs.

The scheme takes advantage of the fact that the Medicare and Medicaid Programs rely on defendants' published wholesale prices for reimbursement guidance.

46. Each of the defendants and/or its subsidiaries has for years identified an average wholesale price ("AWP") and, more recently, a price denominated as the wholesale acquisition cost ("WAC") (or similar terms used to denote either the price charged by the wholesaler or a drug's cost to the wholesaler) for most of their drugs. These prices are disseminated to the public by the defendants through publication in certain medical compendiums. Among the most prominent of these compendiums are the Drug Topics Red Book and First DataBank Annual Directory of Pharmaceuticals. These publications rely on the prices reported to them by the defendants. These are the only prescription drug prices that defendants make public.

47. For many years, Kentucky, as a payer under the Medicaid program, has based its reimbursement formula for prescription drugs on the defendants' published AWP's. Kentucky has relied on these prices for many reasons. First, simplified and reliable estimates of the cost of drugs prescribed for Kentucky citizens are needed because the huge number of different drugs and the non-transparency of the marketplace make it impracticable for Kentucky to track the drug price changes drug by drug on a daily basis. Second, the AWP's come directly from the defendants, the most knowledgeable source. Third, by using the term "average wholesale price," defendants convey that term's commonly understood meaning – that the price is an average of actual prices that are charged by wholesalers. Fourth, the compendiums in which these prices are published are widely used and respected. Fifth, these published prices are the only prices publicly available. Sixth, defendants conceal the true cost of their drugs as set forth below. Seventh, Kentucky relies on the honesty of those who profit from Kentucky's Medicaid assistance programs and other Commonwealth programs.

48. As a result, Kentucky's drug reimbursement system has been, and remains, almost completely dependent on defendants' reported wholesale prices. Defendants know this fact and rely on it to make their AWP scheme work.

49. Since at least 1992, defendants have published false and inflated AWP's for virtually all of their drugs. One purpose of this scheme was and is to create the spread between the true wholesale price of a drug and the false and inflated AWP and thereby increase the incentive for providers to choose the drug for their patients, or, at a minimum, to counteract the same tactic used by a competitor, since if competing manufacturers are also publishing false and inflated AWP's for their drugs, a given defendant will be at a competitive disadvantage unless it does the same for its own drugs.

50. The higher the spread between the AWP and the wholesale price the provider actually pays, the more profit a provider can make. Defendants often market their products by pointing out (explicitly and implicitly) that their drug's spread is higher than the spread of a competing drug.

51. One example of how defendants market this spread is Adriamycin, one of the drugs used in treating breast cancer. Defendant Pharmacia reported an AWP of \$241.36 for Adriamycin in April 2000 when it was actually selling the drug wholesale for as low as \$33.43, creating a "spread" of \$207.93. These spreads were then advertised to oncology providers in promotions which emphasized a wide margin of profit.

52. All of the defendants have inflated their reported average wholesale prices to levels far beyond any real average wholesale price of their drugs and their subsidiaries' drugs. One high-ranking industry executive has described it as the industry practice to do so. For example, Dey, Inc. ("Dey") is a manufacturer of generic drugs and a defendant in a companion

lawsuit pending in the Franklin Circuit Court. Dey brought a lawsuit against First DataBank, the publisher of the medical compendium that Kentucky Medicaid relies on for prescription drug pricing, because it published the *actual* average wholesale price of Dey's drugs instead of the false average wholesale price sent to the publisher by Dey. Dey's principal allegation in that lawsuit was that the publication of its actual prices for drugs was inconsistent with the practice in the industry of accepting and publishing reported, inflated AWP's, and that such publication put Dey at a competitive disadvantage because it had no "spread" to advertise.

53. Attached as Exhibit A to this Complaint is a list of drugs manufactured by the defendants and/or their subsidiaries that the U.S. Department of Justice, after an extensive investigation, found to have inflated AWP's. The Department of Health and Human Services concluded, with respect to all drugs utilized in the Medicare Program, that "[a] general conclusion reached in reviewing GAO [General Accounting Office] and OIG [Office of Inspector General] data is that there is a level of overstatement in the list AWP for *all* drugs" Payment Reform for Part B Drugs, 68 Fed. Reg. 50,430 (August 20, 2003) (emphasis added).

54. Examples of the defendants' practices of inflating AWP's include the following:

Manufacturer/Drug	2000 AWP	2000 Available Price	Spread	% Spread
Baxter Dextrose	\$ 542.88	\$ 86.40	\$ 456.48	528%
Ben Venue/Bedford Labs Etoposide, 20 ml.	\$ 550.00	\$ 45.13	\$ 504.87	1119%
Pharmacia/Upjohn Methylprednisolone Sodium Succinate (Solu- Medrol)	\$ 21.90	\$ 5.51	\$ 16.39	297%

55. Exhibit B contains additional examples of drugs manufactured by defendants with inflated AWP's. Plaintiff has continued to obtain information relating to defendants' publication

of the prices of their drugs, including material obtained by the original qui tam whistleblower, Ven-A-Care, complaints filed by other states, and prices available to buyers other than Wisconsin's Medicaid program, and have found that the evidence uniformly supports the conclusion that defendants have pervasively inflated their published wholesale prices.

56. Defendants have similarly misrepresented and inflated the wholesale acquisition cost ("WAC") of their drugs, making it appear that any reduction in the purchase price beyond the listed WAC would result in a loss to the wholesaler and was, hence, unachievable, when in fact the WAC was secretly discounted to purchasers other than the Medicaid and Medicare programs through an elaborate charge back system.

V. Defendants' Exacerbation Of The Complexities Of The Market And Affirmative Concealment Of Their Wrongdoing.

57. Defendants have been able to succeed in their drug pricing scheme for more than a decade by exacerbating the complexities of the incredibly huge, and dauntingly complex, drug market, and by purposely concealing their scheme from Kentucky and other payers, as set forth below.

58. The published wholesale price of the more than 65,000 NDC numbered drugs may, and often does, change at any time. As a consequence, just to track the current published prices of drugs utilized by a state's citizens requires resources and expertise that most states, including the Commonwealth of Kentucky, do not have.

59. Defendants have further exacerbated the inherent complexities of the drug market by utilizing marketing schemes which conceal the true price of their drugs in several different ways.

60. First, defendants sell their drugs in a unique manner which hides the true price of their drugs. This scheme works as follows. Upon agreeing on a quantity and price of a drug

with a provider, or group of providers, the defendants purport to sell the agreed upon drugs to wholesalers with whom they have a contractual arrangement, at a price they call the Wholesale Acquisition Cost (“WAC”). The WAC may be, and usually is, higher than the price agreed upon by the provider and the drug manufacturer. The wholesaler then ships the product to the provider, charging the provider the (lower) price originally agreed upon by the drug manufacturer and the provider. When the wholesaler receives payment from the provider, it charges the manufacturer for handling, and any applicable rebates and discounts, and sends a bill to the manufacturer, called a “charge back”, for the difference between the WAC and the price actually paid by the provider. These charge backs, (or shelf adjustments, or other economic inducements) are kept secret, so that it appears that the wholesaler actually purchased the drug at the higher WAC price. The effect of this practice is to create the impression that the “wholesale price” of the drug is higher than it really is.

61. Second, defendants further inhibit the ability of Kentucky and other ultimate purchasers to learn the true cost of their drugs by wrapping the sales agreements they negotiate with providers in absolute secrecy, terming them trade secrets and proprietary, to preclude providers from telling others the price they paid.

62. Third, defendants further obscure their true prices for their drugs with their policy of treating different classes of trade differently. Thus, for the same drug, pharmacies are given one price, hospitals another, and doctors yet another.

63. Fourth, some defendants have hidden their real drug prices by providing free drugs and phony grants to providers as a means of discounting the overall price of their drugs. For example, defendants TAP, AstraZeneca, and Pfizer have pled guilty to a federal criminal indictments for engaging in such conduct. These illegal practices appear to be part of an

industry-wide marketing effort that may well represent the industry norm, but further discovery on this issue is required.

64. Defendants have hidden their motive for utilizing an inflated AWP from the public. Only with the disclosure of materials secured by litigants in recent discovery has it become apparent that one reason defendants were intentionally manipulating the nation's drug reimbursement system was to compete for market share on the basis of a phony price spread, instead of the true selling price of their drugs or the medicinal value of these drugs to their users.

65. Defendants have further concealed their conduct by making sure that all of the entities purchasing drugs directly from the defendants (and, hence, knowledgeable about the true price of their drugs) have had an incentive to keep defendants' scheme secret. Defendants' scheme permits all providers, pharmacies, physicians, and hospitals/clinics, to make some profit off defendants' inflated spread, because all of them are reimbursed in some manner on the basis of the AWP for at least some of the drugs they sell or administer. For providers, therefore, the greater the difference between the actual price and the reported AWP, the more money they make. Thus, providers willingly sign drug sales contracts requiring them to maintain secrecy about the prices they pay for drugs.

66. Defendants have themselves continuously concealed the true price of their drugs and continued to publish AWP's and WAC's as if they were real, representative prices.

67. Although from time to time reports have emerged which indicate one drug or another, at one time or another, could be purchased for less than the AWP, Kentucky has been powerless to either discover the nature of defendants' fraud or arrest it for many reasons. First, defendants have fraudulently concealed their scheme by publishing AWP's and WAC's as if they were true prices and by hiding their true prices through elaborate cover-ups. To this day

Kentucky has no idea what the true wholesale prices of defendants' drugs are. Second, only recently has the outline of defendants' scheme become known. Indeed, as late as 2000, the United States Congress was sufficiently confused by what defendants were doing that it directed the General Accounting Office to launch a full scale investigation of the market. And it was not until 2003 that the U.S. Department of Health and Human Services was able to modify the Medicare reimbursement system for drugs. Third, the motive for defendants engaging in this scheme—the belief that a larger spread enhances sales prospects—has only recently been discovered, making it clear, for the first time, that the disparities between reported AWP's and actual prices were not simply a result of transient market forces but were, instead, the result of a purposefully deceptive scheme by the defendants. Fourth, as a public policy matter, it is impracticable to respond effectively to evidence that some drugs, at some time, for some reason, have published AWP's higher than their actual purchase price. Kentucky does not have the resources to validate the reported prices of the more than 65,000 NDC numbered drugs on an ongoing basis. And Kentucky is not at liberty simply to slash its drug reimbursement levels in the dark. If it unknowingly reduced its levels of reimbursement to below that which the providers actually pay for drugs, the providers would simply stop supplying the drugs, to the detriment of Kentucky citizens. Thus, although Kentucky has now uncovered the outline of defendants' unlawful scheme, the damage resulting to the Commonwealth and its citizens from defendants continues unabated and will continue until Kentucky learns the true wholesale prices of defendants' drugs.

68. Defendants' unlawful scheme has completely corrupted the market for prescription drugs. Instead of competing on prices and medicinal value alone, the defendants have deliberately sought to create a powerful financial incentive for providers to prescribe drugs

based on the spread between the true price of a drug and its published AWP or WAC. Creating incentives for providers to prescribe drugs based on such a spread is inconsistent with Kentucky's public policy. Large price spreads on higher priced drugs encourage providers to prescribe more expensive drugs instead of their lower priced substitutes, thereby increasing the cost of healthcare. And competition on the basis of such spreads has the potential to influence (consciously or unconsciously) providers to prescribe less efficacious drugs over ones with greater medicinal value. Because of defendants' concealment of their scheme, Kentucky and its citizens have unknowingly underwritten this perversion of competition in the drug market. In sum, defendants have been, and continue to be, engaged in an insidious, fraudulent scheme that is causing Kentucky and its citizens to pay scores of millions of dollars a year more than they should for their prescription drugs, and may well be inducing some providers to prescribe less efficacious drugs.

VI. Damage From Defendants' Scheme To Kentucky, And Its Citizens, Who Pay The Drug Costs Of Kentucky Citizens.

69. The above-described scheme has damaged Kentucky's Treasury and Kentucky's citizens.

A. Damage Caused To Kentucky's Medicaid Program.

70. The Commonwealth of Kentucky's Medicaid program pays for medical benefits, including prescription drugs, for certain low income and disabled Kentucky citizens. The Medicaid Program is a program jointly funded by the Commonwealth of Kentucky and the United States Government. It reimburses physicians and pharmacies for drugs and other healthcare services according to a predetermined reimbursement formula.

71. With some exceptions, reimbursement to pharmacies, physicians, and hospitals for drugs covered by the Kentucky Medicaid Program is made at the defendants' published AWP minus a percentage (currently 12%), plus other fees.

72. At all times, each defendant was aware of the reimbursement formula used in the Kentucky Medicaid Program and the reliance of the Medicaid Program on the defendants' reported AWP.

73. By publishing, or causing to be published, false and inflated wholesale prices, and by keeping the prices for which they are actually selling their drugs secret, defendants have knowingly enabled providers of drugs to Medicaid recipients to charge Kentucky higher prices for these drugs than they could have charged had defendants not reported these false and inflated AWPs, and have knowingly interfered with Kentucky's ability to set reasonable reimbursement rates for their drugs.

74. As a consequence, Kentucky's Medicaid program has paid more for prescription drugs than it would have paid if defendants had published the prices they were receiving in the market place for their drugs.

B. Damage To Kentucky Citizens Who Are Medicare Part B Recipients.

75. Medicare is the federal insurance program that covers persons 65 and older and certain disabled persons. The Medicare program is administered by the Center for Medicare and Medicaid Services ("CMS"), which is under the authority of the United States Secretary of Health and Human Services. *See* 42 U.S.C. §§ 1395j-w.

76. Medicare generally does not cover the cost of prescription drugs. It does, however, cover some drugs, including ones that are administered by a doctor, and certain oral anti-cancer drugs. Approximately 450 drugs are covered by Medicare Part B. Tens of thousands

of Kentucky residents are entitled to reimbursement under Medicare Part B for their medicines. In 2003 alone, the estimated Medicare Part B co-payments in Kentucky were in the millions of dollars.

77. Through its Medicare Part B program, the federal government reimburses healthcare providers for up to 80% of the allowable cost of covered prescription drugs. The remaining 20% is paid as a co-payment by the Medicare Part B beneficiaries who receive the drugs, unless the beneficiaries are eligible for Medicaid. When the Medicare Part B beneficiary is eligible for Medicaid, the Commonwealth of Kentucky is responsible for the 20% co-pay. Some Medicare Part B beneficiaries who are not eligible for Medicaid purchase insurance to cover the 20%.

78. From 1992 to 1997, Medicare calculated reimbursement for Part B covered outpatient drugs on the basis of 100% of the published AWP. From 1998 to 2003, the Medicare Part B drug reimbursement rate for brand name drugs produced by a single manufacturer (referred to as single-source drugs) was 95% of the AWP. For drugs for which there are two or more competing brand name products (referred to as multi-source drugs) or generic equivalents, the Medicare Part B drug reimbursement rate was 95% of the lower of the median AWP of all generic forms of the drug or the lowest brand-name product AWP. Under the Medicare Prescription Drug Improvement and Modernization Act of 2003, certain drugs are reimbursed at 85% of the AWP as of January 1, 2004.

79. Because Medicare Part B participants must pay 20% of the allowable cost, which is based on the AWP, for their medications, and because defendants have published false and inflated AWP for their drugs, Medicare Part B participants are paying substantially more for

their co-pay – either directly or through higher insurance premiums defraying the cost of this co-pay – than they would pay if defendants published their true wholesale prices.

COUNT I

***PER SE VIOLATION OF THE KENTUCKY
CONSUMER PROTECTION ACT KRS 367.170 THROUGH
VIOLATION OF THE KENTUCKY MEDICAID
FRAUD STATUTE, KRS 205.8463(4)***

80. Plaintiff hereby incorporates by reference all previous paragraphs.

81. KRS 205.520(2) provides: “The General Assembly of the Commonwealth of Kentucky recognizes and declares that it is an essential function, duty, and responsibility of the state government to provide medical care to its indigent citizenry; and it is the purpose of KRS 205.510 to 205.630 to provide such care.”

82. KRS 205.8463(4) provides: “No person shall, in any matter within the jurisdiction of the Cabinet for Health Services under this chapter, knowingly falsify, conceal, or cover-up by any trick, scheme, or device a material fact, or make any false, fictitious, or fraudulent statement or representation, or make or use any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry.”

83. KRS 367.170(1) provides: “Unfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”

84. Defendants have falsified and/or concealed the following material facts: 1) That their AWP's were not average wholesale prices of anything, 2) that the Wholesale Acquisition Cost was not the true cost of their drugs to wholesalers, 3) that defendants' deceptive pricing scheme was being utilized by providers to obtain windfall profits from Kentucky, and 4) that defendants competed on the basis of the spread instead of solely on the basis of the price and medicinal value of their drugs.

85. By engaging in the conduct described above, defendants have violated KRS 205.8463, and thereby committed *per se* violations of KRS 367.170(1).

86. As a direct result of defendants' *per se* violations of KRS 367.170 resulting from violations of KRS 205.8463(4), Defendants have caused damages to the Commonwealth, including the Kentucky Medicaid program and Kentucky Medicare Part B beneficiaries, through the payment of grossly excessive prices for the Defendants' prescription drugs.

COUNT II

PER SE VIOLATION OF THE KENTUCKY CONSUMER PROTECTION ACT KRS 367.170 THROUGH VIOLATION OF THE KENTUCKY FALSE ADVERTISING STATUTE, KRS 517.030

87. Plaintiff hereby incorporates by reference all previous paragraphs.

88. KRS 517.030 provides: "A person is guilty of false advertising when, in connection with the promotion of the sale of or to increase the consumption of property or services, he knowingly makes or causes to be made a false or misleading statement in any advertisement addressed to the public or to a substantial number of persons."

89. KRS 367.170 (1) provides that "Unfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

90. By engaging in the conduct described above, defendants have violated KRS 517.030, and thereby committed *per se* violations of KRS 367.170, by knowingly and willfully reporting false, misleading and inflated AWP and WAC pricing information on their drug products to national reporting services, while at the same time concealing actual pricing information. The reporting services in turn published the defendants' price information to substantial numbers of persons, including, but not limited to, the Kentucky Medicaid program, in

connection with promotion of the sale, or to increase the consumption, of defendants' prescription drugs.

91. As a direct result of defendants' *per se* violations of KRS 367.170 resulting from violations of KRS 517.030, defendants have caused damages to the Commonwealth, including the Kentucky Medicaid program and Kentucky Medicare Part B beneficiaries, through payment of grossly excessive prices for the defendants' prescription drugs.

COUNT III

**VIOLATION OF THE KENTUCKY
CONSUMER PROTECTION ACT
KRS 367.170, KRS 446.070**

92. Plaintiff hereby incorporates all previous paragraphs.

93. KRS 367.170 (1) provides: "Unfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

94. By engaging in the conduct described above, defendants have committed violations of KRS 367.170.

95. As a direct result of defendants' violations of KRS 367.170, defendants have caused damages to the Commonwealth, including the Kentucky Medicaid program and Kentucky Medicare Part B beneficiaries, through the payment of grossly excessive prices for the defendants' prescription drugs.

COUNT IV

**VIOLATIONS OF KENTUCKY MEDICAID
FRAUD STATUTE
KRS 205.8463 (4), KRS 446.070**

96. Plaintiff hereby incorporates by reference all previous paragraphs.

97. KRS 205.8463(4) provides: “No person shall, in any matter within the jurisdiction of the Cabinet for Health Services under this chapter, knowingly falsify, conceal, or cover-up by any trick, scheme, or device a material fact, or make any false, fictitious, or fraudulent statement or representation, or make or use any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry.”

98. KRS 446.070 provides that: “A person injured by the violation of any statute may recover from the offender such damages as he sustained by reason of the violation, although a penalty or forfeiture is imposed for such violation.”

99. Defendants violated KRS 205.8463(4) by the conduct described above, including, but not limited to, knowingly (a) engaging in a scheme to falsify the true AWP or WAC of their drugs, (b) reporting false and inflated AWP or other pricing information on their drugs to reporting services relied upon by the Kentucky Medicaid program for reimbursement of Kentucky Medicaid providers, while at the same time concealing actual pricing information, (c) marketing the “spread” between the actual costs of the drugs and the reported AWP pricing information to Kentucky Medicaid providers to induce the use of defendants’ drugs, and thereby (d) obtaining excessive, unjust and illegal profits.

100. As a direct result of defendants’ violations of KRS 205.8463 (4), defendants have caused damages to the Commonwealth, including the Kentucky Medicaid program and Kentucky

Medicare Part B beneficiaries, through the payment of grossly excessive prices for the defendants' prescription drugs.

COUNT V

**VIOLATIONS OF KENTUCKY
FALSE ADVERTISING STATUTE
KRS 517.030, KRS 446.070**

101. Plaintiff hereby incorporates by reference all previous paragraphs.

102. KRS 517.030 provides: "A person is guilty of false advertising when, in connection with the promotion of the sale of or to increase the consumption of property or services, he knowingly makes or causes to be made a false or misleading statement in any advertisement addressed to the public or to a substantial number of persons."

103. KRS 446.070 provides that: "A person injured by the violation of any statute may recover from the offender such damages as he sustained by reason of the violation, although a penalty or forfeiture is imposed for such violation."

104. By the conduct described above, defendants violated KRS 517.030, by knowingly reporting false, misleading and inflated AWP or other pricing information on their drug products to national reporting services, while at the same time concealing actual pricing information. The reporting services in turn published defendants' AWP information to substantial numbers of persons, including, but not limited to, the Kentucky Medicaid program, in connection with the promotion of the sale, or to increase the consumption, of defendants' prescription drugs, including, but not limited to those identified in Exhibit B.

105. As a direct result of defendants' violations of KRS 517.030, defendants have caused damages to the Commonwealth, including the Kentucky Medicaid program and Kentucky

Medicare Part B beneficiaries, through the payment of grossly excessive prices for defendants' prescription drugs.

COUNT VI

COMMON LAW FRAUD

106. Plaintiff hereby incorporates by reference all previous paragraphs.

107. By the conduct described above, defendants committed common law fraud. They reported false AWP or other pricing information concerning their drugs to national pharmaceutical reporting services, including First Data Bank, and otherwise concealed actual AWP and other pricing information, knowing that the AWP or other reported pricing information was false. They knew and intended that the Commonwealth, including the Kentucky Medicaid program and Medicare Part B beneficiaries, would rely on the false AWP or other pricing information in reimbursing Kentucky Medicaid providers and in the payment of co-payments, respectively. The reported information was relied upon by the Commonwealth, including the Kentucky Medicaid program and Medicare Part B beneficiaries, in reimbursing Kentucky Medicaid providers and in the payment of co-payments, respectively. The conduct thereby caused damages to the Commonwealth, including Kentucky Medicaid and Kentucky Medicare Part B beneficiaries, through the payment of grossly excessive prices for defendants' prescription drugs.

COUNT VII

**NEGLIGENT MISREPRESENTATION
SECTION 522, RESTATEMENT (SECOND) OF TORTS**

108. Plaintiff hereby incorporates by reference all previous paragraphs.

109. Defendants, in the course of their businesses, supplied false wholesale prices which they knew would act as guidance to plaintiff and its citizens in paying for drugs utilized by Kentucky citizens.

110. Defendants wanted Kentucky and its citizens to rely on these wholesale prices and they made it impracticable for Kentucky and its citizens to rely on any other guidance in reimbursing the prescriptions of Kentucky's citizens.

111. Kentucky and its citizens who utilized defendants' published wholesale prices as a basis for reimbursing providers for the care of its citizens/members justifiably relied on defendants' wholesale prices as provided by defendants.

112. Defendants did not use care or competence in supplying these wholesale prices.

113. Plaintiff and its citizens and businesses have been damaged by defendants' negligent misrepresentations in that they have paid higher prices for the drugs they purchased than they would have if defendants had used due care and published accurate wholesale prices for their drugs.

PRAYER FOR RELIEF

WHEREFORE, the plaintiff, Commonwealth of Kentucky, by counsel, Attorney

General Gregory D. Stumbo, prays for a judgment:

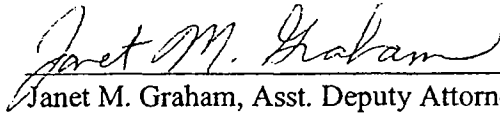
- A. Declaring that defendants committed repeated knowing and willful *per se* violations of KRS 367.170 by violating KRS 205.8463(4);
- B. Declaring that defendants committed repeated knowing and willful *per se* violations of KRS 367.170 by violating KRS 517.030;
- C. Declaring that defendants committed repeated willful violations of KRS 367.170;
- D. Declaring pursuant to KRS 446.070 that defendants committed repeated violations of KRS 205.8463(4);
- E. Declaring pursuant to KRS 446.070 that defendants committed repeated violations of KRS 517.030;
- F. Declaring that defendants have engaged in repeated acts of common law fraud;
- G. Declaring that defendants have engaged in conduct, acts, or practices which resulted in fraudulent, erroneous, or illegal payments out of the Kentucky State Treasury.
- H. Declaring that defendants have engaged in repeated acts of negligent misrepresentation.
- I. Permanently enjoining defendants and their employees, officers, directors, agents, successors, assigns, affiliates, merged or acquired predecessors, parent or controlling entities, subsidiaries, and any and all persons acting in concert or participation with defendants, from continuing their unlawful conduct, acts and practices.

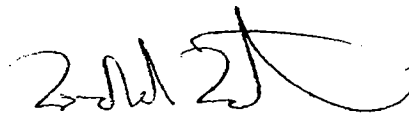
- J. Awarding treble damages pursuant to KRS 205.8467 and KRS 446.070 and restitution pursuant to KRS 15.060 to the Kentucky Medicaid program on account of the damages caused to it as a result of defendants' unlawful conduct;
- K. Awarding damages and restitution to Kentucky Medicare Part B beneficiaries for the excessive prescription drug co-payments paid as a result of the defendants' unlawful conduct;
- L. Awarding civil penalties of \$2,000 for each willful violation of the Kentucky Consumer Protection Act pursuant to KRS 367.990(2);
- M. Awarding civil penalties of \$10,000 for each violation of the Kentucky Consumer Protection Act pursuant to KRS 367.990 (2), where defendants' conduct was directed at a person aged sixty (60) or older;
- N. Awarding punitive damages against defendants pursuant to KRS 411.184;
- O. Awarding the Commonwealth of Kentucky its costs and attorneys' fees;
- P. Awarding the Commonwealth of Kentucky and Medicare Part B beneficiaries prejudgment interest as permitted by law;
- Q. Awarding any other relief to which the Commonwealth is entitled or the Court deems appropriate and just.

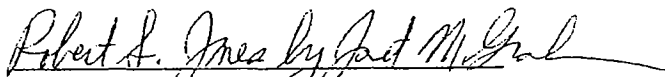
Plaintiff demands trial by jury on all issues so triable.

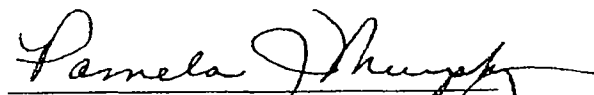
Respectfully Submitted,

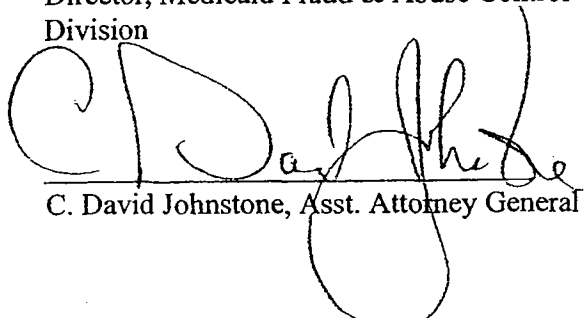
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EXHIBIT A

Program Memorandum Intermediaries/Carriers

Department of Health and
Human Services (DHHS)
HEALTH CARE FINANCING
ADMINISTRATION (HCFA)

Transmittal AB-00-86

Date: SEPTEMBER 8, 2000

CHANGE REQUEST 1232

SUBJECT: An Additional Source of Average Wholesale Price Data in Pricing Drugs and Biologicals Covered by the Medicare Program

The purpose of this Program Memorandum (PM) is to provide you with an alternative source of average wholesale price data (attached) for some drugs and biologicals covered by the Medicare program. The first attachment includes data for 32 drugs that you are to consider in determining the Medicare payment allowances for your January 2001 quarterly update. The second attachment includes data for 14 oncology drugs and 3 clotting factors that are not to be implemented in that same quarterly update.

The payment allowance for drugs and biologicals covered by the Medicare program is described in PM AB-99-63. That PM states that drugs and biologicals not paid on a cost or prospective payment basis are paid based on the lower of the billed charge or 95 percent of the average wholesale price reflected in sources such as the Red Book, Blue Book, or Medispan. Examples of drugs that are paid on this basis are drugs furnished incident to a physician's service, drugs furnished by pharmacies under the durable medical equipment benefit, covered oral anti-cancer drugs, and drugs furnished by independent dialysis facilities that are not included in the end stage renal disease composite rate payment. While the Blue Book is no longer available, another publication, Price Alert, is available. Also, there are electronic versions of the same data.

The data in the attachments have come from the United States Department of Justice (DOJ) and the National Association of Medicaid Fraud Control Units (NAMFCU). They are an alternative source of average wholesale price data for certain drugs, which has recently become available to HCFA. These data have been compiled for about 400 national drug codes (NDC) representing about 50 different chemical compounds. These data are from wholesalers' catalogs that list the prices at which the wholesaler sells the respective products. The DOJ has indicated that these are more accurate wholesale prices for these drugs.

Furthermore, the DOJ has indicated that because purchasers often receive further discounts below the advertised wholesale catalog price, either from a wholesaler or from the drug manufacturer directly, actual acquisition costs may be lower. The DOJ indicates that some physicians and suppliers obtain drugs at prices lower than the wholesale catalog prices through Group Purchasing Organizations (GPO). For example, the DOJ data from wholesale catalogs indicates an average wholesale price of \$22 for one albuterol sulfate NDC which is substantially less than the \$73 average wholesale price in the Redbook and compares to \$15 from a GPO. These data are generally consistent with findings from OIG reports.

There has been correspondence with some members of congress on this subject. Under separate cover, we will send you a letter from the Administrator to Members of Congress, which places in context the issue of pricing drugs covered under the existing Medicare drug benefit and this new source.

DOJ and NAMFCU have provided these data to First Data Bank, a company that compiles average wholesale prices for most State Medicaid programs. On May 1, 2000, First Data Bank provided these new average wholesale prices to State Medicaid programs. Some States have already implemented these new average wholesale prices while others have not.

HCFA-Pub. 60AB

You are to consider these alternative wholesale prices as another source in determining your January, 2001 quarterly update for the 32 drugs (Attachment 1), as per PM AB-99-63. These drugs account for 75 percent of Medicare spending and 70 percent of savings (based on DOJ data) for the drugs on the complete DOJ list. However, we have some concern about access to care related to the DOJ's wholesale prices for 14 chemotherapy drugs and 3 clotting factors (Attachment 2), due to other Medicare payment policies associated with the provision of these drugs for the treatment of cancer and hemophilia. Therefore, you are not to consider at this time using the DOJ data for these drugs (Attachment 2) to establish your Medicare allowances while we further review these concerns and develop alternative policies. For the drugs shown in Attachment 2, use your usual source of average wholesale prices in your next quarterly update.

The data in these attachments may not represent all of the NDCs for a drug or biological in applying the pricing rules described in PM AB-99-63; if you decide to use these data, then you must use solely these data as the source of average wholesale prices in establishing your Medicare payment allowances for the drugs in Attachment 1.

You are to report by October 15, 2000, your usual source as well as the source you intend to use for the January 2001 updates. Also, you are to provide a list of what the updates would be for the source(s) you identify as usual and for January 2001 updates, and the percentage difference, if any, for all the drugs listed in Attachment 1 and 2 (source for drugs in Attachment 2 can not be DOJ data). You are to submit these reports electronically to a special mailbox being established for this purpose. The e-mail address for this mailbox is DOJAWP@hcf.gov.

For the drugs in Attachment 1, we may provide additional guidance by the end of October, which could affect your January 2001 updates. We will provide guidance in subsequent correspondence that concerns your future drug updates, and on Medicare allowances for the drugs listed in Attachment 2 as any necessary adjustments to other payments related to the provision of these drugs are being carried out. We will also convey how we plan to adjust Medicare allowances under the outpatient prospective system for drugs that are both subject to the AWP rules and paid on a passthrough basis.

The enclosed data show a price for each NDC that is an average of the wholesale prices in the catalogs of the various wholesale companies that are also shown. The DOJ indicates that these wholesalers have toll-free numbers (included in Attachment 1) and the capacity to supply drugs via overnight delivery to any place in the country. If you decide to use these data and if a physician or supplier indicates that they cannot obtain one of these products for the average wholesale price in this new source, you may explain to the physician or supplier that one or more of the wholesale companies in the attachment have indicated to the DOJ that they supply these drugs at or below these prices. You may give the physician or supplier the name and toll-free number of the wholesaler(s). You may also give the name and telephone number of the manufacturer of the drug (available in the Red Book) as DOJ has indicated that manufacturers often supply the drugs directly. Some of the manufacturers also have web pages on the Internet. Physicians or suppliers who are members of a GPO might also obtain these drugs through that organization at or below these average wholesale prices. However, you should not imply in any way that the physician or supplier is required to change their procedure for obtaining drugs. Further, you should indicate that you are not advocating the use of these sources and do not assume any liability for the choice of source by the physician or supplier.

Sections 1842(o) and 1833(a)(1)(S) of the Social Security Act (the Act) require the Medicare program to set payment allowances for drugs and biologicals at the lower of the actual amount billed or 95 percent of the average wholesale price. The attached data represent another source of average wholesale prices for the products on the attached list. Therefore, use of this new source of average wholesale prices in Attachment 1 is not an inherent reasonableness adjustment under paragraphs (8) and (9) of section 1842(b) of the Act.

The procedure for processing intermediary claims has not changed. As described in PM AB-97-25, all carriers will continue to furnish free of charge their drug payment allowance updates for all drugs and biologicals directly to the fiscal intermediaries in their jurisdiction. Carriers should contact the fiscal intermediaries to determine the preferred method of transmission. Carriers are to send this information to all fiscal intermediaries with whom they routinely deal. To further clarify, fiscal intermediaries must use each carrier's drug payment allowances for claims submitted under that carrier's jurisdiction.

Attachments (3)

The effective date for this (PM) is September 8, 2000.

The implementation date for this PM is September 8, 2000.

These instructions should be implemented within your current operating budget.

This PM may be discarded September 1, 2001.

If you have any questions contact Robert Niemann at 410-786-4531.

Attachment 1 – If you decide to use these data, use solely these data to update the HCPCS billing codes that correspond to the drugs on this list.

<u>Drug Name</u>	<u>Prod/Mfr</u>	<u>Measurements</u>	<u>NDC</u>	<u>Wholesaler</u>	<u>Average Wholesale (AWP)</u>
Acetylcysteine	(Abbot Hosp.)/SOL, IH	10%, 30 ml, 3s	00074-3307-03	MK	\$21.90
Acetylcysteine	(Abbot Hosp.)/SOL, IH	20%, 4 ml, 30 ml, 3s	00074-3308-03	MK, BB	\$18.75
Acetylcysteine	(Dey)/SOL, IH	10%, 4ml, 12s	49502-0181-04	MK	\$25.80
Acetylcysteine	(Dey)/SOL, IH	10%, 10 ml, 3s	49502-0181-10	MK	\$15.27
Acetylcysteine	(Dey)/SOL, IH	10%, 30 ml, 3s	49502-0181-30	MK	\$41.97
Acetylcysteine	(Dey)/SOL, IH	20%, 100 ml, ea	49502-0182-00	MK	\$75.90
Acetylcysteine	(Dey)/SOL, IH	20%, 4 ml, 12s	49502-0182-04	MK	\$31.08
Acetylcysteine	(Dey)/SOL, IH	20%, 10 ml, 3s	49502-0182-10	MK	\$18.57
Acetylcysteine	(Dey)/SOL, IH	20%, 30 ml, 3s	49502-0182-30	MK	\$50.64
Acetylcysteine	(Faulding)/SOL, IH (VIAL)	10%, 4 ml, 10s	61703-0203-04	MK, BB	\$13.50
Acetylcysteine	(Faulding)/SOL, IH (VIAL)	10%, 30 ml, 10s	61703-0203-31	BB	\$91.00
Acetylcysteine	(Faulding)/SOL, IH (VIAL)	10%, 4 ml, 10s	61703-0204-04	MK, BB	\$19.50
Acetylcysteine	(Faulding)/SOL, IH (VIAL)	10%, 30 ml, 10s	61703-0204-31	MK	\$91.00
Acyclovir Sodium	(Abbot Hosp.)/(Vial, Flitop)	500 mg, 10s	00074-4427-01	BB, MK	\$349.05
Acyclovir Sodium	(Abbot Hosp.)/(Vial, Flitop)	1000 mg, 10s	00074-4452-01	BB, MK	\$700.10
Acyclovir Sodium	(App)/INJ, IJ (Vial)	50 mg/ml, 10 ml	63323-0325-10	MK	\$15.00
Acyclovir Sodium	(App)/INJ, IJ (Vial)	50 mg/ml, 20 ml	63323-0325-20	MK	\$28.00
Acyclovir Sodium	(App)/PDI	15s, 500 mg, ea	63323-0105-10	MK	\$37.15
Acyclovir Sodium	(App)/PDI	15s, 1000 mg, ea	63323-0105-20	MK	\$75.13
Acyclovir Sodium	(Bedford)/PDI, IJ (S.D.V.)	500 mg, 10s	55390-0612-10	BB, ASD, FI	\$207.00
Acyclovir Sodium	(Bedford)/PDI, IJ (S.D.V.)	1000 mg, 10s	55390-0613-20	BB, ASD, FI, OS	\$401.75
Acyclovir Sodium	(Faulding)/PDI, IJ	500 mg, 10s	61703-0311-20	FI	\$89.00
Acyclovir Sodium	(Faulding)/PDI, IJ	1000 mg, 10s	61703-0311-43	FI	\$179.50
Acyclovir Sodium	(Fujisawa/APP)/PDI, IJ (VIAL)	500 mg, 10s	63323-0105-10	BB, MK	\$371.50
Acyclovir Sodium	(Fujisawa/APP)/PDI, IJ (VIAL)	1000 mg, 10s	63323-0110-20	BB, MK	\$751.80
Acyclovir Sodium	(Fujisawa/APP)/PDI, IJ (VIAL)	500 mg, 10s	63323-0325-10	BB	\$150.00
Acyclovir Sodium	(Fujisawa/APP)/PDI, IJ (VIAL)	1000 mg, 10s	63323-0325-20	BB, MK	\$280.00
Acyclovir Sodium	(Gensia)/PDI, IJ (VIAL)	500 mg, 10s	00703-8104-03	BB	\$100.00
Acyclovir Sodium	(Gensia)/PDI, IJ (VIAL)	1000 mg, 10s	00703-8105-03	BB	\$186.00
Albuterol Sulfate	(Dey)/SOL, IH	0.5%, 20 ml	49502-0196-20	BB, MK	\$5.91
Albuterol Sulfate	(Dey)/SOL, IH	0.083%, 3 ml, 25s, UD	49502-0697-03	BB, MK	\$9.17
Albuterol Sulfate	(Dey)/SOL, IH	0.083%, 3ml, 30s, UD	49502-0697-33	BB, MK	\$11.01
Albuterol Sulfate	(Dey)/SOL, IH	0.083%, 3ml, 60s, UD	49502-0697-60	BB, MK	\$22.01
Albuterol Sulfate	(Schein)/SOL, IH	0.5%, 20 ml	00364-2530-55	BB, MK	\$7.62
Albuterol Sulfate	(Warick)/SOL, IH	0.083%, 3ml, 60s	59930-1500-06	BB, MK, AND	\$21.92
Albuterol Sulfate	(Warick)/SOL, IH	0.083%, 3ml, 25s, UD	59930-1500-08	BB, MK, AND	\$9.16
Albuterol Sulfate	(Warick)/SOL, IH	0.5%, 20 ml	59930-1515-04	BB, MK	\$5.65
Amikacin Sulfate	(Abbot Hosp.)/(Vial, Flitop)	50 mg/ml, 2 ml, 10s	00074-1955-01	BB	\$125.00
Amikacin Sulfate	(Abbot Hosp.)/(Vial, Flitop)	250 mg/ml, 2 ml, 10s	00074-1956-01	BB, MK	\$150.00

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Amikacin Sulfate	(Abbott Hosp.)/(Vial, Fliptop)	250 mg/ml, 4 ml, 10s	00074-1957-01	BB, MK	\$320.00
Amikacin Sulfate	(Apothecon) Amikin/INJ, IJ (Vial)	250 mg/ml, 2 ml	00015-3020-20	FI, MK	\$17.31
Amikacin Sulfate	(Apothecon) Amikin/INJ, IJ (Vial)	250 mg/ml, 4 ml	00015-3023-20	FI, MK	\$34.49
Amikacin Sulfate	(Bedford)/INJ, IJ (S.D.V., P.F.)	250 mg/ml, 2 ml, 10s	55390-0226-02	BB, MK, FI	\$65.33
Amikacin Sulfate	(Bedford)/INJ, IJ (S.D.V., P.F.)	250 mg/ml, 4 ml, 10s	55390-0226-04	BB, MK, FI	\$125.33
Amikacin Sulfate	(Faulding Pharm.)/INJ, IJ (VIAL)	50 mg/ml, 2 ml, 10s	61703-0201-07	MK	\$295.00
Amikacin Sulfate	(Faulding Pharm.)/INJ, IJ (VIAL)	250 mg/ml, 4 ml, 10s	61703-0202-04	BB, MK	\$890.00
Amikacin Sulfate	(Faulding Pharm.)/INJ, IJ (VIAL)	250 mg/ml, 2 ml, 10s	61703-0202-07	BB, MK	\$450.00
Amikacin Sulfate	(Faulding Pharm.)/INJ, IJ (VIAL)	250 mg/ml, 3 ml, 10s	61703-0202-08	MK	\$600.00
Amikacin Sulfate	(Gensia)/INJ, IJ (S.D.V.)	50 mg/ml, 2 ml, 10s	00703-9022-03	BB, OS	\$72.68
Amikacin Sulfate	(Gensia)/INJ, IJ (S.D.V.)	250 mg/ml, 2 ml, 10s	00703-9032-03	BB, MK	\$70.00
Amikacin Sulfate	(Gensia)/INJ, IJ (Vial)	250 mg/ml, 4 ml, 10s	00703-9040-03	BB	\$140.00
Amphotercin B	(Apothecon) Fungizone/PDI, IJ	50 mg, ea	00003-0437-30	FI	\$6.20
Amphotercin B	(Gensia)/PDI, IJ (S.D.V.)	50 mg, ea	00703-9785-01	BB	\$9.80
Amphotercin B	(Pharmacia/Upjohn) Amphocin/PDI, IJ	50 mg, ea	00013-1405-44	ASD	\$16.00
Calcitriol	(Abbott Hosp) Calcijex/INJ, IJ (AMP)	1mcg/ml, 1ml, 100s	00074-1200-01	FI	\$1,079.00
Calcitriol	(Abbott Hosp) Calcijex/INJ, IJ (AMP)	2 msg/ml, 1 ml, 100s	00074-1210-01	FI	\$2,009.35
Cimetidine Hydrochloride	(Abbott Hosp.)/INJ, IJ	300 mg/50 ml, 50 ml, 48s	00074-7447-16	MK	\$120.00
Cimetidine Hydrochloride	(Abbott Hosp.)/INJ, IJ (ADD-VANTAGE)	150 mg/ml, 2 ml, 25s	00074-7446-02	MK, BB	\$35.00
Cimetidine Hydrochloride	(Abbott Hosp.)/INJ, IJ (VAIL, FLIPTOP)	150 mg/ml, 2 mg/ml, 2 ml, 10s	00074-7444-01	ASD, BB, MK, OTN, FI	\$11.72
Cimetidine Hydrochloride	(Abbott Hosp.)/INJ, IJ (VAIL, FLIPTOP)	150 mg/ml, 8 ml, 10s	00074-7445-01	ASD, BB, MK, OS	\$30.00
Clindamycin Phosphate	(Abbott Hosp.)/(Vial, Fliptop)	150 mg/ml, 2 ml, 25s	00074-4050-01	FI	\$75.35
Clindamycin Phosphate	(Abbott Hosp.)/(Vial, Fliptop)	150 mg/ml, 4 ml, 25s	00074-4051-01	BB	\$174.00
Clindamycin Phosphate	(Pharmacia/Upjohn) Cleocin/INJ, IJ	150 mg/ml, 2 ml, 25s	00009-0870-26	BB, MK	\$61.20
Clindamycin Phosphate	(Pharmacia/Upjohn) Cleocin/INJ, IJ	150 mg/ml, 4 ml, 25s	00009-0775-26	BB, MK	\$126.00
Clindamycin Phosphate	(Add-Vantage)	150 mg/ml, 4 ml, 25s	00009-3124-03	BB, MK	\$126.00
Clindamycin Phosphate	(Add-Vantage)	150 mg/ml, 6 ml, 25s	00009-0902-18	BB, MK	\$162.00
Clindamycin Phosphate	(Add-Vantage)	150 mg/ml, 6 ml, 25s	00009-3447-03	BB, MK	\$162.00
Clindamycin Phosphate	(Add-Vantage)	150 mg/ml, 4 ml, 25s	00009-0728-09	BB, MK	\$259.20
Cromolyn Sodium	(Dey)/SOL, IH	10 mg/ml, 2ml, 60s.	49502-0689-02	BB, MK	\$23.01

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Cromolyn Sodium	(Dey)/SOL, IH	10 mg/ml, 2ml, 120s, UD	49502-0689-12	BB, MK	\$45.71
Dexamethasone Acetate	(Schein)/INJ, IJ (M.D.V.)	8 mg/ml, 5 ml	00364-6699-53	FI	\$11.50
Dexamethasone Sodium Phosphate	(Elkins-Sin)/(M.D.V.)	10 mg/ml, 10 ml	00641-2277-41	FI, OS	\$2.65
Dexamethasone Sodium Phosphate	(Fujisawa/APP)/INJ, IJ (VIAL)	4 mg/ml, 1 ml ea	00469-1650-00	BB	\$0.66
Dexamethasone Sodium Phosphate	(Fujisawa/APP)/INJ, IJ (VIAL)	4 mg/ml, 5 ml	00469-1650-20	BB	\$1.67
Dexamethasone Sodium Phosphate	(Fujisawa/APP)/INJ, IJ (VIAL)	30 ml	00469-1650-50	BB	\$10.00
Dexamethasone Sodium Phosphate	(Fujisawa/APP)/INJ, IJ (VIAL)	4 mg/ml, 5 ml	63323-0165-05	OTN	\$0.90
Dexamethasone Sodium Phosphate	(Fujisawa/APP)/INJ, IJ (VIAL)	30 ml	63323-0165-30	FI	\$10.00
Dexamethasone Sodium Phosphate	(Fujisawa/APP)/INJ, IJ (VIAL), (M.D.V.)	30 ml	63323-0165-01	BB	\$0.66
Dexamethasone Sodium Phosphate	(Schein)/INJ, IJ (M.D.V)	4 mg/ml, 5 ml ea	00364-6681-32	BB	\$1.08
Dextrose	(Abbot Hosp.)/(ADD- VANTAGE, LIFECARE)	5%, 50 ml	00074-7100-13	BB, TRI	\$3.22
Dextrose	(Abbot Hosp.)/(ADD- VANTAGE)	5%, 250 ml	00074-7100-02	TRI	\$4.12
Dextrose	(Abbot Hosp.)/(ADD- VANTAGE, LIFECARE)	5%, 100 ml	00074-7100-23	TRI	\$3.22
Dextrose	(Abbot Hosp.)/(LIFECARE)	250 ml	00074-1522-02	TRI, FI	\$3.63
Dextrose	(Abbot Hosp.)/(LIFECARE)	5%, 150 ml	00074-7922-61	BB, TRI	\$1.46
Dextrose	(Abbot Hosp.)/(LIFECARE)	5%, 50 ml	00074-7923-36	BB, TRI	\$1.45
Dextrose	(Abbot Hosp.)/(LIFECARE)	5%, 100 ml	00074-7923-37	ASD	\$1.45
Dextrose	(Abbot Hosp.)/(LIFECARE/PLASTIC)	(1000 ml container), 1000 ml	00074-1518-05	BB, FI, OTN, TRI, OS	\$14.54
Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	(1000 ml container), 1000 ml	00074-1519-05	ASD, OS, FI, OTN, TRI	\$13.71
Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	5%, 500 ml	00074-1522-03	ASD, OS, FI, OTN, TRI	\$3.87
Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	(1000 ml container), 500 ml	00074-1536-03	BB	\$9.19
Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	(1000 ml container), 50%, 500 ml	00074-5645-25	BB, AHT	\$3.69
Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	(1000 ml container), 70%, 500 ml	00074-5647-25	BB, OS, FI	\$4.26
Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	(Bulk Package), 70%, 2000 ml	00074-7120-07	BB	\$13.60
Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	(1000 ml container), 500 ml	00074-7918-19	BB	\$8.81
Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	5%, 250 ml	00074-7922-02	BB	\$1.54
Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	5%, 500 ml	00074-7922-03	BB, TRI	\$1.61

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Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	5%, 1000 ml	00074-7922-09	BB, TRI	\$2.34
Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	(2000 ml container), 50%, 1000 ml	00074-7936-17	BB, FI, OTN, TRI, OS	\$11.24
Dextrose	(Abbot Hosp.) /(LIFECARE/PLASTIC)	(1000 ml container), 50%, 500 ml	00074-7936-19	ASD, OTN, FI, TRI, OS	\$7.09
Dextrose	(Abbot Hosp.)/INJ, IJ, (50/150 ML PART FILL)	5%, 50 ml	00074-1523-01	BB, OTN, FI, TRI, OS	\$3.91
Dextrose	(Baxter)/(QUAD PACK, MINI-BAG)	5%, 100ml	00338-0017-18	BB, TRI	\$1.55
Dextrose	(Baxter)/(BULK PACKAGE)	50%, 2000 ml	00338-0031-06	BB, TRI	\$21.60
Dextrose	(Baxter)/(BULK PACKAGE)	70%, 2000 ml	00338-0719-06	ASD, OS	\$13.31
Dextrose	(Baxter)/(GLASS FULL FILL)	70%, 1000 ml	00338-0348-04	TRI, FI	\$6.20
Dextrose	(Baxter)/(GLASS UNDERFILL)	70%, 500 ml	00338-0032-13	TRI	\$8.16
Dextrose	(Baxter)/(MINI-BAG PLUS)	5%, 50 ml	00338-0551-11	TRI	\$3.17
Dextrose	(Baxter)/(MULTI-PACK, MINI- BAG)	5%, 50 ml	00338-0017-31	TRI	\$1.80
Dextrose	(Baxter)/(MULTI-PACK, MINI- BAG)	5%, 100ml	00338-0017-38	TRI	\$1.55
Dextrose	(Baxter)/(QUAD PACK, MINI- BAG)	5%, 25 ml	00338-0017-10	TRI	\$1.80
Dextrose	(Baxter)/(QUAD PACK, MINI- BAG)	5%, 50 ml	00338-0017-11	TRI, FI	\$1.55
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	250 ml	00338-0016-02	TRI	\$3.39
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	150 ml	00338-0017-01	FI, TRI	\$1.50
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	250 ml	00338-0017-02	FI, TRI	\$1.50
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	500ml	00338-0017-03	BB, TRI	\$1.47
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	1000 ml	00338-0017-04	FI, TRI	\$2.11
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	5%, 100ml	00338-0017-48	FI, TRI	\$1.55
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	10%, 250 ml	00338-0023-02	BB	\$1.69
Dextrose	(Baxter)/(SINGLE PACK MINI-BAG)	5%, 50 ml	00338-0017-41	TRI, FI	\$2.25
Dextrose	(McGaw)/(1000 ML GLASS W/ STOPPER)	50%, 500 ml	00264-1280-55	TRI	\$4.07
Dextrose	(McGaw)/(EXCEL)	5%, 1000 ml	00264-7510-00	TRI, OTN, ASD, OS	\$2.20
Dextrose	(McGaw)/(EXCEL)	500 ml	00264-7510-10	TRI, OTN, ASD, /OS	\$1.69
Dextrose	(McGaw)/(EXCEL)	5%, 250 ml	00264-7510-20	TRI, OTN, ASD, OS	\$1.59
Dextrose	(McGaw)/(EXCEL)	10%, 1000 ml	00264-7520-00	TRI	\$1.99
Dextrose	(McGaw)/(GLASS CONTAINER, 1000 ML)	500 ml	00264-1290-50	TRI	\$7.15
Dextrose	(McGaw)/(GLASS CONTAINER, 1000 ML)	70%, 500 ml	00264-1292-55	TRI	\$5.28

Dextrose	(McGaw)/(GLASS W/ AIR TUBE)	70%, 2000 ml	00264-1129-50	TRI	\$18.35
Dextrose	(McGaw)/(GLASS W/SOLID STOPPER	70%, 1000 ml	00264-1290-55	TRI	\$6.62
Dextrose	(McGaw)/(GLASS W/SOLID STOPPER)	50%, 500 ml	00264-1281-55	TRI	\$2.76
Dextrose	(McGaw)/(W/SOLID STOPPER, GLASS)	50%, 2000 ml	00264-1285-55	TRI	\$11.32
Dextrose	(McGaw)/INJ, IJ (100 ML PAB)	50 ml	00264-1510-31	TRI, OTN	\$1.61
Dextrose	(McGaw)/INJ, IJ (150 ML PAB)	5%, 100 ml	00264-1510-32	TRI, OTN	\$1.62
Dextrose with Sodium Chloride	(Abbott Hosp.)	5%-0.45%, 250 ml	00074-7926-02	TRI, FI, OS	\$1.80
Dextrose with Sodium Chloride	(Abbott Hosp.)	500 ml	00074-7926-03	TRI, OTN, ASD, FI, OS	\$1.96
Dextrose with Sodium Chloride	(Abbott Hosp.)	1000 ml	00074-7926-09	TRI, OTN, ASD, FI, OS	\$2.66
Dextrose with Sodium Chloride	(Abbott Hosp.)	5%-0.9%, 250 ml	00074-7941-02	TRI	\$1.93
Dextrose with Sodium Chloride	(Abbott Hosp.)	500 ml	00074-7941-03	TRI, OTN, ASD, FI, OS	\$1.85
Dextrose with Sodium Chloride	(Abbott Hosp.)	1000 ml	00074-7941-09	BB, OTN, ASD, FI, OS	\$2.24
Dextrose with Sodium Chloride	(Baxter)	5%-0.45%, 250 ml	00338-0085-02	TRI, FI	\$2.47
Dextrose with Sodium Chloride	(Baxter)	500 ml	00338-0085-03	TRI, FI	\$1.90
Dextrose with Sodium Chloride	(Baxter)	1000 ml	00338-0085-04	FI	\$2.25
Dextrose with Sodium Chloride	(Baxter)	5%-0.9%, 250 ml	00338-0089-02	TRI	\$2.93
Dextrose with Sodium Chloride	(Baxter)	500 ml	00338-0089-03	FI	\$2.00
Dextrose with Sodium Chloride	(Baxter)	1000 ml	00338-0089-04	FI	\$2.25
Dextrose with Sodium Chloride	(McGaw)	1000 ml	00264-7610-00	TRI, FI	\$2.10
Dextrose with Sodium Chloride	(McGaw)	500 ml	00264-7610-10	TRI, FI	\$1.81
Dextrose with Sodium Chloride	(McGaw)	5%-0.9%, 250 ml	00264-7610-20	TRI	\$1.78
Dextrose with Sodium Chloride	(McGaw)	1000 ml	00264-7612-00	TRI, FI, ASD	\$1.85
Dextrose with Sodium Chloride	(McGaw)	500 ml	00264-7612-10	TRI, FI	\$1.85
Dextrose with Sodium Chloride	(McGaw)	5%-0.45%, 250 ml	00264-7612-20	TRI, FI	\$1.89
Diazepam	(Abbott Hosp.)/(CARPUJECT LUER LOCK)	5 mg/ml, 2 ml, ea C-IV	00074-1273-32	BB	\$2.03
Diazepam	(Abbott Hosp.)/(CARPUJECT, 22GX1-1/4")	5 mg/ml, 2 ml, ea C-IV	00074-1273-02	BB, FI	\$2.12

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Diazepam	(Abbott Hosp.)/(VIAL, FLIPTOP)	5 mg/ml, 10 ml, ea, C-IV	00074-3213-01	OTN, MK	\$2.50
Diazepam	(Abbott Hosp.)/INJ, IJ (AMP)	5 mg/ml, 2ml, EA C-IV	00074-3210-32	BB	\$1.49
Diazepam	(Schein)/INJ, IJ (S.D.V.) (M.D.V.)	5 mg/ml, 10 ml, ea, C-IV	00364-0825-54	ASD	\$2.50
Furosemide	(Abbott Hosp.)/INJ, IJ (VIAL, PF, FLIPTOP)	10 mg/ml, 2 ml 25s	00074-6102-02	ASD, BB, MK	\$14.38
Furosemide	(Abbott Hosp.)/INJ, IJ (VIAL, PF, FLIPTOP)	10 mg/ml, 4 ml 25s	00074-6102-04	OS, ASD, OTN, BB, MK	\$20.28
Gentamicin Sulfate	(Abbott Hosp.)/(Vial, Flitop)	40 mg/ml, 2 ml	00074-1207-03	OTN, BB, OS, FI	\$0.51
Gentamicin Sulfate	(Fujisawa)/(Bulk Package)	40 mg/ml, 50 ml	00469-1000-60	MK, BB	\$7.00
Gentamicin Sulfate	(Fujisawa)/(Bulk Package)	40 mg/ml, 50 ml	63323-0010-50	MK, BB	\$7.00
Gentamicin Sulfate	(Fujisawa)/INJ, IJ (M.D.V.)	40 mg/ml, 20 ml	00469-1000-40	OTN	\$5.40
Gentamicin Sulfate	(Fujisawa)/INJ, IJ (M.D.V.)	40 mg/ml, 20 ml	63323-0010-20	BB, MK	\$3.50
Gentamicin Sulfate	(Schein)/(M.D.V.)	40 mg/ml, 20 ml	00364-6739-55	BB	\$2.63
Gentamicin Sulfate	(Schein)/INJ, IJ (S.D.V.)	40 mg/ml, 2 ml	00364-6739-48	BB	\$1.18
Heparin Lock Flush	(Abbott Hosp.)/INJ, IJ (VIAL, FLIPTOP)	10 u/ml, 10 ml 25s	00074-1151-70	OS, OTN	\$13.60
Heparin Lock Flush	(Abbott Hosp.)/INJ, IJ (VIAL, FLIPTOP)	100 u/ml, 10 ml 25s	00074-1152-70	ASD, OS, FI, OTN	\$13.43
Heparin Lock Flush	(Abbott Hosp.)/INJ, IJ (VIAL, FLIPTOP)	30 ml, 25s	00074-1152-78	ASD, OS, OTN	\$21.07
Hydrocortisone Sodium Succinate	(Pharmacia/Upjohn) Solu-Cortef/ (ACT-O-VIAL)	100 mg, ea	00009-0900-13	BB, MK, ASD, BB, FI, OS	\$1.55
Hydrocortisone Sodium Succinate	(Pharmacia/Upjohn) Solu-Cortef/ (ACT-O-VIAL)	250 mg, ea	00009-0909-08	ASD, FI, BB, MK	\$2.65
Hydrocortisone Sodium Succinate	(Pharmacia/Upjohn) Solu-Cortef/ (ACT-O-VIAL)	500 mg, ea	00009-0912-05	ASD, MK, BB, OS, FI	\$5.89
Hydrocortisone Sodium Succinate	(Pharmacia/Upjohn) Solu-Cortef/ (ACT-O-VIAL)	1000 mg, ea	0009-0920-03	FI, MK	\$11.57
Immune Globulin	(Alpha Therapeutics) Venoglobulin-S 10%/INJ, IJ (10 gm/Vial, w/Admin. Set)	100 mg/ml, 100 ml	49669-1623-01	FI	\$780.00
Immune Globulin	(Alpha Therapeutics) Venoglobulin-S 10%/INJ, IJ (20 gm/Vial, w/Admin. Set)	100 mg/ml, 200 ml	49669-1624-01	FI	\$1,560.00
Immune Globulin	(Alpha Therapeutics) Venoglobulin-S 10%/INJ, IJ (5 gm/Vial, w/Admin. Set)	100 mg/ml, 50 ml	49669-1622-01	FI	\$390.00
Immune Globulin	(Baxter Hyland/Immuno) Gammagard S/D/PDI, IJ	2.5 gm, ea	00944-2620-02	FI	\$175.00
Immune Globulin	(Baxter Hyland/Immuno) Gammagard S/D/PDI, IJ	5.0 gm, ea	00944-2620-03	FI	\$350.00
Immune Globulin	(Baxter Hyland/Immuno) Gammagard S/D/PDI, IJ	10.0 gm, ea	00944-2620-04	FI	\$700.00
Immune Globulin	(Bayer) Gamimune N10%/INJ, KJ (10 gm/Vial)	100 mg/ml, 100 ml	00026-0648-71	FI, ASD, OS, Bayer Wholesale	\$727.50
Immune Globulin	(Bayer) Gamimune N10%/INJ, KJ (20 gm/Vial)	100 mg/ml, 200 ml	00026-0648-24	FI, OS, Bayer Wholesale	\$1,503.33
Immune Globulin	(Bayer) Gamimune N10%/INJ, KJ (5 gm/Vial)	100 mg/ml, 50 ml	00026-0648-20	FI, ASD, OS, Bayer Wholesale	\$362.50

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Immune Globulin	(Centeon) Gammar-P.I.V./PDI, IJ (w/diluent)	5 gm, ea	00053-7486-05	Health Coalition, ASD, OS	\$296.67
Immune Globulin	(Centeon) Gammar-P.I.V./PDI, IJ (w/diluent)	10 gm, ea	00053-7486-10	Health Coalition, ASD, OS	\$593.33
Iron Dextran	(Schein)/INJ, IJ (S.D.V.)	50 mg/ml, 2 ml	00364-3012-47	ASD, OS, FI, OTN	\$24.69
Lorazepam	(Abbott Hosp.)/(HYPAK SYRINGE)	2 mg/ml, 1ml, C-IV	00074-6776-01	BB	\$3.60
Lorazepam	(Abbott Hosp.)/(VIAL)	4 mg/ml, 1ml, C-IV	00074-1539-01	MK	\$3.80
Lorazepam	(Abbott Hosp.)/(VIAL)	4 mg/ml, 10ml, C-IV	00074-1539-10	MK	\$30.00
Lorazepam	(Abbott Hosp.)/(VIAL)	2 mg/ml, 10ml, C-IV	00074-1985-10	BB	\$25.83
Lorazepam	(Abbott Hosp.)/(VIAL, FLIPTOP)	2 mg/ml, 1ml, C-IV	00074-6778-01	BB, FI	\$2.98
Lorazepam	(Abbott Hosp.)/(VIAL, FLIPTOP)	4 mg/ml, 1ml, C-IV	00074-6779-01	BB	\$3.80
Lorazepam	(Abbott Hosp.)/(VIAL, FLIPTOP)	2 mg/ml, 10ml, C-IV	00074-6780-01	ASD, OTN, FI	\$24.42
Lorazepam	(Abbott Hosp.)/(VIAL, FLIPTOP)	4 mg/ml, 10ml, C-IV	00074-6781-01	BB, FI	\$28.75
Lorazepam	(Abbott Hosp.)/INJ, IJ (VIAL)	2 mg/ml, 1ml, C-IV	00074-1985-01	MK	\$3.00
Lorazepam	(Wyeth-Ayerst) Ativan/(M.D.V.)	4 mg/ml, 10ml, C-IV	00008-0570-01	FI	\$48.00
Lorazepam	(Wyeth-Ayerst) Ativan/(M.D.V.)	2 mg/ml, 10ml, C-IV	00008-0581-01	FI	\$29.50
Lorazepam	(Wyeth-Ayerst) Ativan/(S.D.V.)	2 mg/ml, 1ml, C-IV	00008-0581-04	FI	\$8.85
Lupron	(Tap) Lupron Depot/(3 Month Formulation)	22.5 mg, ea	00300-3336-01	ASD, FI, OTN, OS	\$1,447.60
Lupron	(Tap) Lupron Depot/(3 Month Formulation)	11.25 mg, ea	00300-3343-01	FI	\$1,149.00
Lupron	(Tap) Lupron Depot/(4 Month Formulation)	30 mg, ea	00300-3673-01	FI, ASD, OS	\$1,902.80
Lupron	(Tap) Lupron Depot/PDI, IJ (S.D.V.)	7.5 mg, ea	00300-3629-01	ASD, OS, FI, OTN	\$482.52
Lupron	(Tap) Lupron Depot/PDI, IJ (S.D.V.)	3.75 mg, ea	00300-3639-01	FI, OS	\$406.00
Metaproterenol Sulfate	(Dey)/SOL, IH (SULFATE FREE)	0.6%, 2500 ml, 25s, UD	49502-0676-03	BB, MK	\$11.29
Metaproterenol Sulfate	(Dey)/SOL, IH (SULFATE FREE)	0.4%, 2500 ml, 25s, UD	49502-0678-03	BB, MK	\$11.29
Methylprednisolone Sodium Succinate	(Abbott Hosp.) A-Methapred/PDI, IJ (UNIVIAL)	1 gm, ea	00074-5631-08	OTN	\$16.75
Methylprednisolone Sodium Succinate	(Abbott Hosp.) A-Methapred/PDI, IJ (UNIVIAL)	40 mg, ea	00074-5684-01	OTN	\$2.30
Methylprednisolone Sodium Succinate	(Abbott Hosp.) A-Methapred/PDI, IJ (UNIVIAL)	125 mg, ea	00074-5685-02	OTN	\$3.35
Methylprednisolone Sodium Succinate	(Abbott Hosp.) A-Methapred/PDI, IJ (ADD-VANTAGE)	500 mg, ea	00074-5601-44	OTN	\$9.40
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(ACT-O-VIAL)	125 mg, ea	00009-0190-09	BB, OS	\$2.52
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(ACT-O-VIAL)	500 mg, ea	00009-0765-02	BB	\$5.51

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Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(ACT-O-VIAL)	1 gm, ea	00009-3389-01	BB, ASD, FI, OS	\$11.39
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(VIAL)	1 gm, ea	00009-0698-01	BB, FI, OS	\$11.69
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(VIAL)	500 mg, ea	00009-0758-01	BB, FI, OS	\$6.37
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(W/DILUENT)	2 gm, ea	00009-0796-01	BB, FI	\$14.41
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/(W/DILUENT)	500 mg, ea	00009-0887-01	ASD	\$6.17
Methylprednisolone Sodium Succinate	(Pharmacia/Upjohn) Solu-Medrol/PDI, IJ (ACT-O-VIAL)	40 mg, ea	00009-0113-12	ASD, BB, OS	\$1.45
Mitomycin	(Bedford)/PDI, IJ (S.D.V.)	5 mg, ea	55390-0251-01	FI, OS, ASD	\$51.83
Mitomycin	(Bedford)/PDI, IJ (S.D.V.)	20 mg, ea	55390-0252-01	FI, ASD, OS	\$146.67
Mitomycin	(Faulding)/DI, IJ	20 mg, ea	61703-0306-50	ASD, OS	\$134.00
Pentamidine Isethionate	(Fujisawa) Nebupent/PDR, IH (S.D.V., P.F.)	300 mg, ea	57317-0210-06	FI	\$36.00
Pentamidine Isethionate	(Fujisawa) Nebupent/PDR, IH (S.D.V., P.F.)	300 mg, ea	63323-0877-15	FI	\$36.00
Pentamidine Isethionate	(Gensia)/PDI, IJ (S.D.V.)	300 mg, ea	00053-1000-05	FI	\$29.00
Sodium Chloride	(Abbott Hosp.)/(ADD-VANT, LIFECARE P.F.)	0.9%, 50 ml	00074-7101-13	TRI, BB	\$3.22
Sodium Chloride	(Abbott Hosp.)/(ADD-VANT, LIFECARE P.F.)	0.9%, 100 ml	00074-7101-23	TRI, BB	\$3.22
Sodium Chloride	(Abbott Hosp.)/(ADD-VANT, LIFECARE)	0.9%, 250 ml	00074-7101-02	TRI, BB	\$4.19
Sodium Chloride	(Abbott Hosp.)/(LIFECARE)	0.9%, 50 ml	00074-7984-36	TRI, ASD, OS, OTN, FI	\$1.45
Sodium Chloride	(Abbott Hosp.)/(LIFECARE)	0.9%, 100 ml	00074-7984-37	TRI, ASD, OS, OTN, FI	\$1.45
Sodium Chloride	(Abbott Hosp.)/(LIFECARE, PLASTIC CONT)	0.9%, 500 ml	00074-7983-03	FI, ASD, BB, OS	\$1.69
Sodium Chloride	(Abbott Hosp.)/(LIFECARE, PLASTIC CONT)	0.9%, 1000 ml	00074-7983-09	FI, ASD, BB, OS	\$2.17
Sodium Chloride	(Abbott Hosp.)/(LIFECARE, PLASTIC)	0.9%, 250 ml	00074-1583-02	TRI, OTN, FI, OS	\$1.94
Sodium Chloride	(Abbott Hosp.)/(LIFECARE, PLASTIC)	0.9%, 250 ml	00074-7983-02	FI, ASD, BB	\$1.41
Sodium Chloride	(Abbott Hosp.)/(LIFECARE, PLASTIC)	0.9%, 150 ml	00074-7983-61	FI, ASD, OS, OTN	\$1.43
Sodium Chloride	(Baxter)/(MINI-BAG PLUS)	0.9%, 50 ml	00338-0553-11	TRI	\$3.32
Sodium Chloride	(Baxter)/(MINI-BAG PLUS)	0.9%, 100 ml	00338-0553-18	TRI	\$3.17
Sodium Chloride	(Baxter)/(MULTI PACK, MINI-BAG)	0.9%, 50 ml	00338-0049-31	TRI, FI	\$1.55
Sodium Chloride	(Baxter)/(MULTI PACK, MINI-BAG)	0.9%, 100 ml	00338-0049-38	TRI, FI	\$1.55
Sodium Chloride	(Baxter)/(QUAD PACK, MINI-PACK)	0.9%, 50 ml	00338-0049-11	TRI	\$1.80
Sodium Chloride	(Baxter)/(QUAD PACK, MINI-PACK)	0.9%, 100 ml	00338-0049-18	TRI	\$1.80
Sodium Chloride	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 150 ml	00338-0049-01	TRI, FI	\$1.51

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Sodium Chloride	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 250 ml	00338-0049-02	TRI, FI	\$1.49
Sodium Chloride	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 500 ml	00338-0049-03	TRI, FI	\$1.58
Sodium Chloride	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 1000 ml	00338-0049-04	TRI, FI	\$2.03
Sodium Chloride	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 50 ml	00338-0049-41	TRI	\$1.71
Sodium Chloride	(Baxter)/(SINGLE PACK, MINI-BAG)	0.9%, 100 ml	00338-0049-48	TRI, FI	\$1.55
Sodium Chloride	(McGaw)	50 ml	00264-1800-31	TRI, FI	\$1.49
Sodium Chloride	(McGaw)/(150 ML PAB)	0.9%, 100 ml	00264-1800-32	TRI, FI	\$1.49
Sodium Chloride	(McGaw)/(EXCEL)	0.9%, 1000 ml	00264-7800-00	TRI, OTN, FI, ASD	\$2.19
Sodium Chloride	(McGaw)/(EXCEL)	0.9%, 500 ml	00264-7800-10	TRI, OTN, FI, ASD	\$1.53
Sodium Chloride	(McGaw)/(EXCEL)	0.9%, 250 ml	00264-7800-20	TRI, OTN, FI, ASD	\$1.51
Testosterone Cypionate	(Pharmacia/Upjohn) Depo-Testosterone	200 mg/ml, 1 ml, C-III	00009-0417-01	BB, OTN	\$11.79
Testosterone Cypionate	(Pharmacia/Upjohn) Depo-Testosterone	200 mg/ml, 10 ml, C-III	00009-0417-02	BB, OTN	\$24.78
Testosterone Enanthate	(Schein)/INJ, IJ (M.D.V.)	200 mg/ml, 10 ml, C-II	00364-6617-54	ASD, MK, FI	\$13.39
Tobramycin Sulfate	(Abbott Hosp.)/(SRN)	40 mg/ml, 2 ml	00074-3583-01	BB	\$5.84
Tobramycin Sulfate	(Abbott Hosp.)/(Vial, Bulk)	40 mg/ml, 50 ml	00074-3590-02	BB, MK	\$103.64
Tobramycin Sulfate	(Abbott Hosp.)/(Vial, Flitop)	40 mg/ml, 2 ml	00074-3578-01	BB, MK	\$4.99
Tobramycin Sulfate	(Abbott Hosp.)/INJ, IJ (Vial Flitop)	10 mg/ml, 2 ml	00074-3577-01	BB, MK	\$2.94
Tobramycin Sulfate	(Gensia)/INJ, IJ (M.D.V.)	40 mg/ml, 2ml	00703-9402-04	FI, MK	\$6.98
Tobramycin Sulfate	(Gensia)/INJ, IJ (M.D.V.)	40 mg/ml, 30 ml	00703-9416-01	FI	\$36.90
Vancomycin Hydrochloride	(Abbott Hosp.)/(BULK VIAL)	5 gm, ea	00074-6509-01	FI, MK, BB	\$41.24
Vancomycin Hydrochloride	(Abbott Hosp.)/(VIAL, FLIPTOP)	500 mg, 10s, ea	00074-4332-01	FI, OTN, MK, BB, OS	\$4.98
Vancomycin Hydrochloride	(Abbott Hosp.)/(VIAL, FLIPTOP)	1 gm, 10s, ea	00074-6533-01	FI, ASD, OS, MK, BB	\$9.05
Vancomycin Hydrochloride	(Abbott Hosp.)/(VIAL, FLIPTOP)	1 gm, 10s, ea	00074-6535-01	FI, OTN, MK, BB	\$12.17
Vancomycin Hydrochloride	(Abbott Hosp.)/PDI, IJ (ADD-VANTAGE)	500 mg, 10s, ea	00074-6534-01	FI, MK, BB	\$5.09
Vancomycin Hydrochloride	(Fujisawa) Lyphocin/PDI IJ (VIAL)	500 mg, ea	00469-2210-30	BB, MK	\$7.00
Vancomycin Hydrochloride	(Fujisawa) Lyphocin/PDI IJ (VIAL)	1 gm, ea	00469-2840-40	BB, MK	\$13.00
Vancomycin Hydrochloride	(Fujisawa) Lyphocin/PDI IJ (VIAL)	5 gm, ea	00469-2951-00	BB	\$71.50
Vancomycin Hydrochloride	(Fujisawa) Lyphocin/PDI IJ (VIAL)	1 gm, ea	63323-0284-20	BB, MK	\$13.00
Vancomycin Hydrochloride	(Fujisawa) Lyphocin/PDI IJ (VIAL)	5 gm, ea	63323-0295-41	BB	\$71.50
Vancomycin Hydrochloride	(Fujisawa) Lyphocin/PDI IJ (VIAL)	10 gm, ea	63323-0314-61	MK	\$143.00

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Vancomycin Hydrochloride	(Fujisawa) Lyphocin/PDI IJ (VIAL)	500 mg, ea	63323-2210-30	BB, MK	\$7.00
Vancomycin Hydrochloride	(Lederle Std. Prod.) Vancoled/PDI INJ, IJ	5 gm, ea	00205-3154-05	MK, BB	\$45.09
Vancomycin Hydrochloride	(Lederle Std. Prod.) Vancoled/PDI INJ, IJ	1 gm, 10s, ea	00205-3154-15	MK, BB	\$9.02
Vancomycin Hydrochloride	(Lederle Std. Prod.) Vancoled/PDI INJ, IJ	500 mg, 10s, ea	00205-3154-88	MK, BB	\$4.51
Vancomycin Hydrochloride	(Schein)/PDI, IJ (M.D.V.)	1 gm, 10s, ea	00364-2473-91	OTN	\$12.90
Vancomycin Hydrochloride	(Schein)/PDI, IJ (S.D.V.)	500 mg, 10s, ea	00364-2472-33	MK	\$3.84
Winrho SDF	(Nabi) rho (d) Immune globulin/ (VIAL)	5000 iu, ea	60492-0024-01	ASD, FI, OTN, OS	\$505.56
Winrho SDF	(Nabi) rho (d) Immune globulin/PDI, IJ (S.D.V.)	600 iu, ea	60492-0021-01	ASD, FI, OS	\$64.96
Winrho SDF	(Nabi) rho (d) Immune globulin/PDI, IJ (S.D.V.)	1500 iu, ea	60492-0023-01	ASD, FI, OTN, OS	\$152.30

Wholesaler Information

ASD = ASD Specialty Healthcare (1-800-746-6273)
BB = Bergen Brunswig (1-800-746-6273)
FI = Florida Infusion (1-800-624-0152)
MK = McKesson (1-888-782-6156)
OS = Oncology Supply (1-800-633-7555)
OTN = Oncology Therapeutics Network (1-800-482-6700)
TRI = Trilad Medical (1-800-999-8633)
ANDA = ANDA (1-800-331-2632)
Biomed Plus 3/99 = Biomed Plus, Inc. (1-800-809-2308)
FFF = FFF Enterprises (1-800-843-7477)
Bayer Wholesale = Bayer Wholesale (1-203-812-2000)
Health Coalition = Health Coalition (1-800-456-7283)

Attachment 2 – Do not use these data to update the HCPCS billing codes that correspond to the drugs on this list. Instead, use your usual source for average wholesale prices.

<u>Drug Name</u>	<u>Prod/Mfr</u>	<u>Measurements</u>	<u>NDC</u>	<u>Wholesaler</u>	<u>Average Wholesale (AWP)</u>
Anti-Inhibitor Coagulant Complex	(NABI) AutoPlex T/PDI, IJ (390-1050 FECU)	ea	59730-6059-07	Biomed Plus 3/99	1.06
Anzemet/Dolasetron Mesylate	(Hoechst Marion)/INJ, IJ (VIAL)	20 mg/ml, 5 ml	00088-1206-32	OS	\$74.08
Bleomycin Sulfate	(Bristol-Myer Onc/Imm) Blexonane/PDI, IJ (VL)	15 u, ea	00015-3010-20	FI, OS, ASD	\$255.39
Bleomycin Sulfate	(Bristol-Myer Onc/Imm) Blexonane/PDI, IJ (VL)	30 u, ea	00015-3063-01	FI, OS	\$509.29
Bleomycin Sulfate	(Pharmacia/Upjohn)/PD I, IJ (VIAL)	15 u, ea	00013-1616-78	ASD, FI, OS	\$158.67
Bleomycin Sulfate	(Pharmacia/Upjohn)/PD I, IJ (VIAL)	30 u, ea	00013-1636-86	ASD, FI, OS	\$322.00
Cisplatin	(APP)/INJ, IJ	1 mg/ml, 50 mg, 50 ml	63323-0103-51	OS, FI	\$150.98
Cisplatin	(APP)/INJ, IJ	1 mg/ml, 200 mg, 200 ml	63323-0103-64	OS, FI	\$603.50
Cisplatin	(APP)/INJ, IJ	1 mg/ml, 100 mg, 100 ml	63323-0103-65	OS, FI	\$301.50
Cyclophosphamide	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	100 mg, ea	00015-0539-41	ASD, OS, OTN	\$4.18
Cyclophosphamide	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	200 mg, ea	00015-0546-41	ASD, OS, OTN	\$7.03
Cyclophosphamide	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	500 mg, ea	00015-0547-41	ASD, OS, OTN	\$11.59
Cyclophosphamide	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	1gm, ea	00015-0548-41	ASD, OS, OTN	\$23.19
Cyclophosphamide	(Bristol-Myer Onc/Imm) Cytoxan Lyophilized/PDI, IJ (VIAL)	2 gm, ea	00015-0549-41	ASD, OS, OTN	\$45.83
Cyclophosphamide	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	100 mg, ea	00013-5606-93	ASD, OTN, OS, FI	\$3.92
Cyclophosphamide	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	200 mg, ea	00013-5616-93	ASD, FI, OS, OTN	\$5.06
Cyclophosphamide	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	500 mg, ea	00013-5626-93	ASD, FI, OS, OTN	\$7.33

Cyclophosphamide	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	1 gm, ea	00013-5636-70	ASD, FI, OTN, OS	\$11.24
Cyclophosphamide	(Pharmacia/Upjohn) Neosar/PDI, IJ, (S.D.V.)	2 gm, ea	00013-5646-70	ASD, FI, OTN, OS	\$21.60
Cytarabine	(Bedford)/PDI, IJ (VIAL)	100 mg, ea	55390-0131-10	ASD, OS, FI, MK, BB, OTN	\$3.55
Cytarabine	(Bedford)/PDI, IJ (VIAL)	500 mg, ea	55390-0132-10	ASD, OS, FI, OTN, MK, BB	\$11.46
Cytarabine	(Bedford)/PDI, IJ (VIAL)	1 gm, ea	55390-0133-01	ASD, OS, FI, OTN, MK, BB	\$23.64
Cytarabine	(Bedford)/PDI, IJ (VIAL)	2 gm, ea	55390-0134-01	ASD, OS, FI, OTN, BB, MK	\$47.94
Cytarabine	(Bedford)/PDI, IJ (VIAL)	100 mg, ea	55390-0806-10	BB	\$3.50
Cytarabine	(Bedford)/PDI, IJ (VIAL)	500 mg, ea	55390-0807-10	BB	\$10.50
Cytarabine	(Bedford)/PDI, IJ (VIAL)	1 gm, ea	55390-0808-01	BB	\$22.00
Cytarabine	(Bedford)/PDI, IJ (VIAL)	2 gm, ea	55390-0809-01	BB	\$44.00
Cytarabine	(Faulding)/INJ, IJ (S.D.V., P.F.)	(P.F., BULK PACKAGE) 20 mg/ml, 50 ml	61703-0303-50	BB, MK	\$39.00
Cytarabine	(Faulding)/INJ, IJ (S.D.V., P.F.)	20 mg/ml, 25 ml	61703-0304-25	ASD, BB, FI, OS	\$12.63
Cytarabine	(Faulding)/INJ, IJ (S.D.V., P.F.)	20 mg/ml, 5 ml (M.D.V.)	61703-0305-09	BB, MK, FI	\$4.62
Cytarabine	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	100 mg, ea	00009-0373-01	ASD, OS, OTN, FI, MK	\$4.06
Cytarabine	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	500 mg, ea	00009-0473-01	ASD, OS, OTN, FI, MK	\$13.18
Cytarabine	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	30 ml vial, 1 gm, ea	00009-3295-01	ASD, OS, OTN, FI, MK	\$25.11
Cytarabine	(Pharmacia/Upjohn) Cytosar-U/PDI, IJ (M.D.V.)	2 gm, ea	00009-3296-01	ASD, OS, OTN, FI, MK	\$49.82
Cytarabine	(Schein)/PDI, IJ (M.D.V.)	100 mg, ea	00364-2467-53	BB, MK	\$4.16
Cytarabine	(Schein)/PDI, IJ (M.D.V.)	500 mg, ea	00364-2468-54	BB, MK, OTN	\$12.14
Doxorubicin Hydrochloride	(Bedford)/INJ, IJ (M.D.V)	2 mg/ml, 100 ml	55390-0238-01	FI, OTN	\$139.75
Doxorubicin Hydrochloride	(Bedford)/INJ, IJ (S.D.V)	2 mg/ml, 5 ml	55390-0235-10	FI, OTN	\$10.35
Doxorubicin Hydrochloride	(Bedford)/INJ, IJ (S.D.V)	10 ml	55390-0236-10	FI, OTN	\$20.20
Doxorubicin Hydrochloride	(Bedford)/INJ, IJ (S.D.V)	25 ml	55390-0237-01	FI, OTN, OS	\$37.97
Doxorubicin Hydrochloride	(Bedford)/PDI, IJ (S.D.V)	10 mg	55390-0231-10	FI, OTN	\$9.68
Doxorubicin Hydrochloride	(Bedford)/PDI, IJ (S.D.V)	20 mg	55390-0232-10	FI, OTN	\$18.48
Doxorubicin Hydrochloride	(Bedford)/PDI, IJ (S.D.V)	50 mg, ea	55390-0233-01	FI, OTN, OS	\$35.92
Doxorubicin Hydrochloride	(Fujisawa/APP)/(VIAL)	2 mg/ml, 100 ml	00469-1001-61	ASD	\$140.00

Doxorubicin Hydrochloride	(Fujisawa/APP)/(VIAL)	2 mg/ml, 100 ml	63323-0101-61	OS	\$117.17
Doxorubicin Hydrochloride	(Fujisawa/APP)/INJ, IJ (S.D.V., P.F.)	2 mg/ml, 5 ml	00469-8830-20	OS	\$7.35
Doxorubicin Hydrochloride	(Fujisawa/APP)/INJ, IJ (S.D.V., P.F.)	10 ml	00469-8831-30	OS	\$14.70
Doxorubicin Hydrochloride	(Fujisawa/APP)/INJ, IJ (S.D.V., P.F.)	25 ml	00469-8832-50	ASD	\$35.00
Doxorubicin Hydrochloride	(Fujisawa/APP)/INJ, IJ (S.D.V., P.F.)	2 mg/ml, 5 ml	63323-0883-05	OS	\$7.35
Doxorubicin Hydrochloride	(Fujisawa/APP)/INJ, IJ (S.D.V., P.F.)	10 ml	63323-0883-10	OS	\$14.70
Doxorubicin Hydrochloride	(Fujisawa/APP)/INJ, IJ (S.D.V., P.F.)	25 ml	63323-0883-30	ASD	\$34.00
Doxorubicin Hydrochloride	(Gensia)/(M.D.V. POLYMER)	2 mg/ml, 100 ml	00703-5040-01	ASD, OS	\$142.00
Doxorubicin Hydrochloride	(Gensia)/INJ, IJ (S.D.V. POLYMER)	2 mg/ml, 5 ml	00703-5043-03	ASD, OS, BB	\$12.63
Doxorubicin Hydrochloride	(Gensia)/INJ, IJ (S.D.V. POLYMER)	25 ml	00703-5046-01	ASD, OS	\$35.50
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/(M.D.V. P.F.)	2 mg/ml, 100 ml	00013-1166-83	ASD, OS, FI, OTN	\$150.86
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/(M.D.V.)	150 mg. ea	00013-1116-83	ASD, OS, FI, OTN	\$113.75
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/PFS INJ, IJ (VIAL, P.F.)	2 mg/ml, 5 ml	00013-1136-91	ASD, OS, FI, OTN	\$8.49
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/PFS INJ, IJ (VIAL, P.F.)	10 ml	00013-1146-91	ASD, OS, FI, OTN	\$16.74
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/PFS INJ, IJ (VIAL, P.F.)	25 ml	00013-1156-79	ASD, FI, OTN	\$37.80
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/PFS INJ, IJ (VIAL, P.F.)	37.500 ml	00013-1176-87	ASD, FI, OTN, OS	\$59.59
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/RDF PDI, IJ	10 mg. ea	00013-1086-91	ASD, FI, OTN, OS	\$8.24
Doxorubicin Hydrochloride	(Pharmacia/Upjohn) Adriamycin/RDF PDI, IJ	50 mg. ea	00013-1106-79	ASD, OS, FI, OTN	\$37.15
Etoposide	(Bedford)/INJ, IJ (M.D.V.)	20 mg/ml, 5 ml	55390-0291-01	FI, OS	\$8.45
Etoposide	(Bedford)/INJ, IJ (M.D.V.)	25 ml	55390-0292-01	FI, OS	\$45.13
Etoposide	(Bedford)/INJ, IJ (M.D.V.)	50 ml	55390-0293-01	OS, FI	\$87.43
Etoposide	(Bristol-Myer Onc/Imm) Vepesid/INJ, IJ (M.D.V.)	7.5 ml	00015-3084-20	OS	\$51.45
Etoposide	(Bristol-Myer Onc/Imm) Vepesid/INJ, IJ (M.D.V.)	20 mg/ml, 5 ml	00015-3095-20	OS	\$34.30
Etoposide	(Gensia)/(BULK PACKAGE)	20 mg/ml, 50 ml	00703-5668-01	ASD, OS	\$78.63
Etoposide	(Gensia)/(M.D.V.)	20 mg/ml, 25 ml	00703-5646-01	ASD, OS	\$40.00

Etoposide	(Gensia)/INJ, IJ (M.D.V. POLYMER)	20 mg/ml, 5 ml	00703-5653-01	ASD, OS	\$7.00
Etoposide	(Pharmacia/Upjohn) Toposar/INJ, IJ (M.D.V.)	20 mg/ml, 5 ml	00013-7336-91	ASD, OS, FI	\$9.47
Etoposide	(Pharmacia/Upjohn) Toposar/INJ, IJ (M.D.V.)	10 ml	00013-7346-94	ASD, OS, FI	\$19.00
Etoposide	(Pharmacia/Upjohn) Toposar/INJ, IJ (M.D.V.)	25 ml	00013-7356-88	ASD, OS, FI	\$44.00
Factor IX	(Centeon) Mononine/Factor IX Coagulation Factor PDI, IJ	1 iu, ea	00053-7668-01	ASD 3/99	\$0.79
Factor IX	(Centeon) Mononine/Factor IX Coagulation Factor PDI, IJ	1 iu, ea	00053-7668-02	ASD 3/99	\$0.79
Factor IX	(Centeon) Mononine/Factor IX Coagulation Factor PDI, IJ	1 iu, ea	00053-7668-04	ASD 3/99	\$0.79
Factor IX	(Genetics Inst.) Benefix/Factor IX Coagulation Factor PDI, IJ (S.D.V. w/diluent, 1000 iu)	1 iu, ea	58394-0001-01	ASD 2/00	\$0.81
Factor IX	(Genetics Inst.) Benefix/Factor IX Coagulation Factor PDI, IJ (S.D.V. w/diluent, 1000 iu)	1 iu, ea	58394-0002-01	ASD 2/00	\$0.81
Factor IX	(Genetics Inst.) Benefix/Factor IX Coagulation Factor PDI, IJ (S.D.V. w/diluent, 1000 iu)	1 iu, ea	58394-0003-01	ASD 2/00	\$0.81
Factor VIII	(Baxter Hyland/Immuno) Recombinant/anti- hemophilic factor, human PDI, IJ (approx. 1000 iu/Vial)	1 iu, ea	00944-2938-01	Biomed Plus, all sizes, 3/99	\$0.92
Factor VIII	(Baxter Hyland/Immuno) Recombinant/anti- hemophilic factor, human PDI, IJ (approx. 1000 iu/Vial)	1 iu, ea	00944-2938-02	Biomed Plus, all sizes, 3/99	\$0.92
Factor VIII	(Baxter Hyland/Immuno) Recombinant/anti- hemophilic factor, human PDI, IJ (approx. 1000 iu/Vial)	1 iu, ea	00944-2938-03	ASD, all sizes 3/99	\$0.78
Factor VIII	(Bayer Pharm) Koate HP/anti-hemophilic factor, human PDI, IJ (approx 1000 u/Vial)	1 iu, ea	00026-0664-50	ASD all sizes 3/99	\$0.42

Factor VIII	(Bayer Pharm) Koate HP/anti-hemophilic factor, human PDI, IJ (approx 1500 u/Vial)	1 iu, ea	00026-0664-60	ASD all sizes 3/99	\$0.42
Factor VIII	(Bayer Pharm) Koate HP/anti-hemophilic factor, human PDI, IJ (approx 250 u/Vial)	1 iu, ea	00026-0664-20	ASD all sizes 3/99	\$0.42
Factor VIII	(Bayer Pharm) Koate HP/anti-hemophilic factor, human PDI, IJ (approx 500 u/Vial)	1 iu, ea	00026-0664-30	ASD all sizes 3/99	\$0.42
Factor VIII	(Bayer Pharm) Kogenate/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00026-0670-20	Biomed Plus, all sizes, 3/99	\$0.92
Factor VIII	(Bayer Pharm) Kogenate/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00026-0670-30	Biomed Plus, all sizes, 3/99	\$0.92
Factor VIII	(Bayer Pharm) Kogenate/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00026-0670-50	Biomed Plus, all sizes, 3/99	\$0.92
Factor VIII	(Centeon) Bioclata/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00053-8110-01	Biomed Plus, all sizes 3/99	\$0.91
Factor VIII	(Centeon) Bioclata/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00053-8110-02	(unit) FFF, 8/99	\$0.86
Factor VIII	(Centeon) Bioclata/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00053-8110-04	ASD, all sizes 3/99	\$0.78
Factor VIII	(Centeon) Helixate/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00053-8120-01	ASD, all sizes 3/99	\$0.78
Factor VIII	(Centeon) Helixate/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00053-8120-02	(unit) FFF, 8/99	\$0.86
Factor VIII	(Centeon) Helixate/anti-hemophilic factor, recombinant PDI, IJ	1 iu, ea	00053-8120-04	Biomed Plus, all sizes 3/99	\$0.91
Factor VIII	(Centeon) Monoclata-P/anti-hemophilic factor, human PDI, IJ	1 iu, ea	00053-7656-01	ASD all sizes 2/00	\$0.70
Factor VIII	(Centeon) Monoclata-P/anti-hemophilic factor, human PDI, IJ	1 iu, ea	00053-7656-02	ASD all sizes 2/00	\$0.70
Factor VIII	(Centeon) Monoclata-P/anti-hemophilic factor, human PDI, IJ	1 iu, ea	00053-7656-04	ASD all sizes 2/00	\$0.70
Fluorouracil	(Fujisawa/APP)/INJ, IJ (VIAL)	50 mg/ml, 10 ml	63323-0117-10	OS, FI	\$1.20
Fluorouracil	(Fujisawa/APP)/INJ, IJ (VIAL)	1gm, 20 ml	63323-0117-20	OS, FI	\$2.60

Fluorouracil	(Fujisawa/APP)/INJ, IJ (VIAL)	2.5 gm, 50 ml	63323-0117-51	OS, FI	\$6.00
Fluorouracil	(Fujisawa/APP)/INJ, IJ (VIAL)	5 gm, 100 ml	63323-0117-61	OS, FI	\$11.00
Fluorouracil	(Pharmacia/Upjohn) Adrucil/INJ, IJ (VIAL)	50 mg/ml, 10 ml	00013-1036-91	ASD, OS, OTN, FI	\$1.47
Fluorouracil	(Pharmacia/Upjohn) Adrucil/INJ, IJ (VIAL)	50 ml	00013-1046-94	ASD, OTN, FI	\$8.15
Fluorouracil	(Pharmacia/Upjohn) Adrucil/INJ, IJ (VIAL)	100 ml	00013-1056-94	ASD, OTN, FI, OS	\$14.44
Kytril	(SK Beecham Pharm.)/INJ, IJ (S.D.V.)	1 mg/ml, 1 ml	00029-4149-01	FI, OS, OTN, ASD	\$139.04
Kytril	(SK Beecham Pharm.)/INJ, IJ (S.D.V.)	1 mg/ml, 4 ml	00029-4152-01	FI, OTN, ASD, OS	\$555.67
Leucovorin Calcium	(Abbott Hosp.)/(VIAL, FLIPTOP 30 ML)	10 mg/ml, 25 ml	00074-4541-04	FI, OTN, ASD, OS	\$8.56
Leucovorin Calcium	(Abbott Hosp.)/INJ, IJ (VIAL, FLIPTOP)	10mg/ml, 10ml	00074-4541-02	FI, OTN, OS	\$3.85
Leucovorin Calcium	(Bedford)/PDI, IJ (VIAL)	50 mg, 10s ea	55390-0051-10	FI, OTN, ASD, OS	\$2.76
Leucovorin Calcium	(Bedford)/PDI, IJ (VIAL)	100 mg, 10s ea	55390-0052-10	FI, OTN, ASD, OS	\$3.24
Leucovorin Calcium	(Bedford)/PDI, IJ (VIAL)	200 mg, ea	55390-0053-01	FI, OTN, ASD, OS	\$8.19
Leucovorin Calcium	(Gensia)/PDI, IJ (P.F. VIAL)	100 mg, ea	00703-5140-01	OTN, ASD, OS	\$3.49
Leucovorin Calcium	(Gensia)/PDI, IJ (P.F. VIAL)	350 mg, ea	00703-5145-01	OTN, ASD, OS	\$15.83
Leucovorin Calcium	(Immunex)/PDI, IJ (P.F.)	350 mg, ea	58406-0623-07	OTN, FI, OS	\$14.58
Methotrexate Sodium	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 2 ml, ea	55390-0031-10	ASD, OTN, FI	\$2.63
Methotrexate Sodium	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 4 ml, ea	55390-0032-10	ASD, OTN, FI	\$3.65
Methotrexate Sodium	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 8 ml, ea	55390-0033-10	ASD, OTN, FI	\$5.03
Methotrexate Sodium	(Bedford)/INJ, IJ (S.D.V.)	25 mg/ml, 10 ml, ea	55390-0034-10	ASD, OTN, FI	\$5.70
Methotrexate Sodium	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 8 ml	58406-0683-12	ASD, OS, OTN, FI	\$5.84
Methotrexate Sodium	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 2 ml	58406-0683-15	ASD, ASD, OS, FI	\$2.91
Methotrexate Sodium	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 10 ml	58406-0683-16	ASD, OTN, FI, OS	\$7.10
Methotrexate Sodium	(Immunex) LPF/INJ, IJ (S.D.V., P.F.)	25 mg/ml, 4 ml	58406-0683-18	FI, MK, OTN, OS	\$4.32
Methotrexate Sodium	(Immunex)/INJ, IJ (VIAL, L.P.P.)	25 mg/ml, 2 ml	58406-0681-14	ASD, OS, OTN, FI	\$3.43
Methotrexate Sodium	(Immunex)/PDI, IJ (S.D.V.)	1 gm, ea	58406-0671-05	OS, OTN, MK	\$45.97
Vinblastine Sulfate	(Bedford)/PDI, IJ (VIAL)	10 mg, ea	55390-0091-10	ASD, OS, OTN, FI	\$8.19
Vinblastine Sulfate	(Faulding)/INJ, IJ (VIAL)	10 mg, ea	61703-0310-18	ASD	\$7.95

Vinblastine Sulfate	(Fujisawa/APP)	1 mg/ml, 10 ml	00469-2780-30	ASD, OS	\$9.00
Vinblastine Sulfate	(Fujisawa/APP)	1 mg/ml, 10 ml	63323-0278-10	OTN, FI	\$10.93
Vincristine Sulfate	(Faulding)/INJ, IJ (S.D.V., P.F.)	1 mg/ml, 1 ml	61703-0309-06	ASD, OS, OTN, FI	\$4.34
Vincristine Sulfate	(Faulding)/INJ, IJ (S.D.V., P.F.)	1 mg/ml, 2 ml	61703-0309-16	ASD, OS, OTN, FI	\$7.60
Vincristine Sulfate	(Pharmacia/Upjohn) Vincasar/INJ, IJ (VIAL)	1 mg/ml, 1 ml	00013-7456-86	ASD, OTN, FI, OS	\$5.10
Vincristine Sulfate	(Pharmacia/Upjohn) Vincasar/INJ, IJ (VIAL)	1 mg/ml, 2 ml	00013-7466-86	ASD, OTN, FI, OS	\$8.35
Zofran	(Cerenex)/INJ, IJ (M.D.V.)	2 mg/ml, 20 ml	000173-0442-00	FI, OTN, ASD, OS	\$169.06
Zofran	(Cerenex)/INJ, IJ (PREMIXED BAG)	30 mg/50ml, 50 ml	000173-0461-00	FI, OTN, FI, OS	\$128.09
Zofran	(Cerenex)/INJ, IJ (S.D.V.)	2 mg/ml, 2 ml	000173-0442-02	FI, OTN, OS	\$22.61

Exhibit B

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